

RESOLUTION NO. 21205

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4273 for Pavement and Bridge Repairs and Preservation, on the Tri-State Tollway (I-294) from Milepost 0.0 (Ford/Calumet Expressway) to Milepost 8.25 (147th Street / IL 83). The lowest responsible bidder on Contract No. RR-16-4273 is Judlau Contracting, Inc. in the amount of \$11,778,501.19

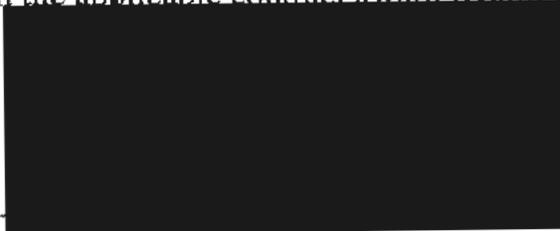
Resolution

Contract No. RR-16-4273 is awarded to Judlau Contracting, Inc. in the amount of \$11,778,501.19, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chairman

**ADDENDUM NO. 3
TO
CONTRACT REQUIREMENTS
CONTRACT RR-16-4273
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: January 9, 2017

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 AM local time, January 13, 2017.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The Bid opening date has been revised. Sealed proposal for the above numbered Contract will be received by the Illinois Toll Highway Authority at its offices, at 2700 Ogden Avenue, Downers Grove 60515, until 10:30 a.m. local time, January 13, 2017, at which time the Bids will be opened and the bids read aloud. Replace page A-1R with attached page A-1RR. Replace pages P-1R and P-8R with attached pages P-1RR and P-8RR.

CHANGES TO THE CONTRACT REQUIREMENTS

Change # 1

Contract Requirements, Volume I, Advertisement, replace page A-1R with page A-1RR (attached) and Contract Requirements, Volume I, Proposal, replace pages P-1R and P-8R with page P-1RR and P-8RR (attached).

This change contains the following revision:

- 1.1 Revised bid opening date from January 10, to January 13, 2017.
- 1.2 Add unit price for the Contractor's Quality Program Bid Item.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS
CONTRACT NO: RR-16-4273

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, January 13, 2017, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for November 29, 2016 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 219 at 10:00AM.

The work to be done under this Contract shall be started on or about March 24, 2017. All work under this Contract shall be completed by December 15, 2017.

The work under this Contract shall consist of: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The work under this Contract is to be performed on: the Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHFx, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2016 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHFx, Inc. The 2016 Tollway Supplemental Specifications may also be viewed in the "Doing Business" section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHFx, Inc. 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 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 Larry Hatton, email lhatten@getipass.com to be received no later than 2:00 p.m. local time on December 19, 2016.

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 and to waive technicalities.

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

DATE: November 17, 2016

Contract No. RR-16-4273
Addendum No 3

A-1RR

January 9, 2017

(Rev. 08/10/16)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-16-4273

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, January 13, 2017 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The services will be performed within the: Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

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

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

Addendum No. _____	Date _____

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4273
 ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
 TRI-STATE TOLLWAY (I-294)
 MILEPOST 0.0 TO MILEPOST 8.25
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA, PVC COATED GALVANIZED STEEL	FOOT	1,540		
*	JS813001	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 8"	EACH	1		
*	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	55		
*	JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8		
*	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	10		
*	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	3		
*	JS816072	UNIT DUCT, WITH 2-1/2 NO. 2 AND 1/2 NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	360		
*	JS816078	UNIT DUCT, WITH 4-1/2 NO. 2 AND 1/2 NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	9,012		
*	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 10	FOOT	8,845		
*	JS817212	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 8	FOOT	3,531		
*	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	902		
*	JS821110	UNDERPASS LUMINAIRE, LED	EACH	67		
*	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	4		
*	JS830015	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., TWO 6 FT. MAST ARMS	EACH	1		
*	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	28		
*	JS836008	LIGHT POLE FOUNDATION (ROADWAY) MEDIAN, TYPE 2	EACH	1		
*	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4		
*	JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	67		
*	JS842105	POLE FOUNDATION, REMOVED	EACH	28		
*	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	245,000	245,000
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	60		
*	JT420060	SLAB JACKING, SPECIAL	POUND	350		
*	JT420120	CONCRETE PAVEMENT JOINT RESEALING.	FOOT	87		
*	JT485040	PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT	SQ YD	90,651		
*	JT485102	STANDARD JOINTED PRECAST CONCRETE PAVEMENT SLABS, 12.5'	SQ FT	10,909		

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
CONTRACT RR-16-4273
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: December 28, 2016

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 AM local time, **January 10, 2017.**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised pages to the Schedule of Prices accompany this addendum and must be inserted into the Contract Proposal by the Bidder: P-2R through P-13R.
2. The following revised Special Provisions pages accompany this Addendum:
Volume II: iiiR, ivR, J-5R, J-10R, J-11R, J-13R, J-17R, J-18R, J-179R, J-201R, J-202R, J-203R, J-206R, J-280R, J-281R, J-339R, J344R, J-349R, J-352R, J-361R, J-362R and D1-2R.
3. The following new Special Provisions pages accompany this Addendum:
Volume II: J-203A, J-207A, J-225A, J-225B, J-225C and D1-7A
4. The following revised Contract Drawings are included with this Addendum:
Volume 1- Drawings: 4, 29, 84, 96, 97, 98, 120, 122, 123, 126,
127, 128, 130, 137, 138, 140 through 143, 147, 155, 157, 161,
162, 163, 165, 166, 167, 172, 174, 178, 180, 182, 189, 191,
197 through 201 and 242
Volume 2- Drawings: 320, 360 and 363
5. The following new Contract Drawings are included with this Addendum:
Volume 1- Drawings: 120A, 121A and 121B
Volume 2- Drawings: 370A and 370B
6. The following revised Contract Drawings will be issued to the successful Bidder:
Volume 1- Drawings: 6,7,8,9,10,12,13 and 14

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
	20200100	EARTH EXCAVATION	CU YD	1,337	14	1,351
	20400800	FURNISHED EXCAVATION	CU YD	7	63	70
	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	300	70	370
	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	0	11,324	11,324
	44000164	HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4"	SQ YD	11,324	-11,324	0
	44000400	GUTTER REMOVAL	FOOT	1,352	360	1,712
	44004250	PAVED SHOULDER REMOVAL	SQ YD	377	127	530
	44201299	DOWEL BARS 1 1/2"	EACH	9,076	-9,076	0
	44213000	PATCHING REINFORCEMENT	SQ YD	0	60	60
	44213200	SAW CUTS	FOOT	10,934	226	11,160
	50157300	PROTECTIVE SHIELD	SQ YD	200	2,367	2,567
	63200310	GUARDRAIL REMOVAL	FOOT	3,352	157	3,509
*	X2600011	REMOVE AND RELOCATE SIGN PANEL	EACH	3	1	4
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	747	50	797
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	3,087.5	-956.5	2,131
*	J1406064	POLYMERIZED WARM MIX LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	78.7	4.3	83
*	J1442834	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TY II, 12"	SQ YD	18	14	32
*	J1442874	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, INCHES	SQ YD	1,678	10	1,688

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JI442905	DOWEL BARS 1 1/2"	EACH	0	9,076	9,076
*	JI481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	318.4	42.6	362
*	JI481130	AGGREGATE SHOULDERS WITH FILTER FAVRIC, TY B 4"	SQ YD	132	33	165
*	JI482004	HOT-MIX ASPHALT SHOULDERS (8 IN.)	SQ YD	45	77	122
*	JI483400	PCC SHOULDERS (JOINTED), 9"	SQ YD	8	36	44
*	JI602530	CATCH BASIN TO BE ADJUSTED (SPECIAL)	EACH	19	2	21
*	JI606010	GUTTER TYPE G-2	FOOT	1,014	215	1,229
*	JI606020	GUTTER TYPE G-3	FOOT	484	16	500
*	JI630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	2,487	190	2,677
*	JI631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL),	EACH	12	2	14
*	JI631135	TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	4	2	6
*	JI637003	CONCRETE BARRIER, DOUBLE FACE, 42 INCH	FOOT	0	60	60
*	JI637007	CONCRETE BARRIER, DOUBLE FACE, REINFORCED, 42 INCH	FOOT	60	-60	0
*	JI637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	318	47	365
*	JI637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	318	47	365
*	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,869	5	1,874
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	0	40,000	40,000
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	161	-101	60
*	JT420060	SLAB JACKING, SPECIAL	POUND	0	350	350
*	JT485106	CUSTOM JOINTED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	8,442	-1,440	7,002
*	JT485110	CUSTOM CRC ISOLATED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	2,097	1,388	709

*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED,	EACH	0	1	1
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Change # 1

Contract Requirements, Volume I, replace pages P-2 through P-13 with pages P-2R through P-13R (attached)

This replacement contains the following revisions:

- 1.1 Revised the quantities as shown in the above Summary of Revisions to Pay Item Quantities table.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change # 2

Contract Requirements, Volume II, replace Table of Contents Pages iii and iv with Pages iiiR and ivR (attached)

This change contains the following revisions:

- 2.1 Added ALLOWANCE FOR UNFORESEEN DRAINAGE WORK to the contents list.
- 2.2 Added SLAB JACKING, SPECIAL (Illinois Tollway) to the contents list.
- 2.3 Added KEEPING ARTERIAL OPEN TO TRAFFIC to the contents list.

Change # 3

Contract Requirements, Volume II, replace Page J-5 with Page J-5R (attached)

This change contains the following revision:

- 3.1 Corrected Standard Number for IDOT Highway Standards.

Change # 4

Contract Requirements, Volume II, replace pages J-10, J-11, J-13 and J-17 with pages J-10R, J-11R, J-13R and J-17R (attached)

This change contains the following revisions:

- 4.1 S.P. 106.1 has been revised to add for the contractor to provide a bond to IDOT for access to their right-of way for the purpose of performing the contract work.
- 4.2 S.P. 106.2 has been revised to add for Contractor is required to deposit a Performance and Right of Way Restoration Bond with the Cook County Transportation and Highways Department Permit Office prior to the start of work within the County Right Of Way.
- 4.3 S.P. 106.7 COORDINATION WITH PERMITTING AGENCIES has been added.

- 4.4 S.P. 107.3.3.1 has been revised changing "working on CSK property" to "working on Metra property"

Change # 5

Contract Requirements, Volume II, replace Page J-18 with Page J-18R (attached)

This change contains the following revisions:

- 5.1 S.P. 110 has been revised to change Pay Item from JI637007 and Designation CONCRETE BARRIER, DOUBLE FACE, REINFORCED, 42 INCH to JI637003 and Designation CONCRETE BARRIER, DOUBLE FACE, 42 INCH.
- 5.2 5.1 S.P. 110 has been revised to add 'relocation of 15 MPH sign at ramp toll plaza' Incidental Work to Pay Item JI6370030 CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH.

Change # 6

Contract Requirements, Volume II, replace Page J-179 with Page J-179R (attached)

This change contains the following revision:

- 6.1 For special provision CONCRETE BARRIERS Pay Item JI637007 and designation CONCRETE BARRIER, DOUBLE FACE, REINFORCED, 42 INCH is replaced with Pay Item JI637003 and Designation CONCRETE BARRIER, DOUBLE FACE, 42 INCH.

Change # 7

Contract Requirements, Volume II, replace pages J-201, J-202 and J-203 with pages J-201R, J-202R and J-203R and new page J-203A (attached)

This change contains the following revisions:

- 7.1 The weekends definition has been revised.
- 7.2 The Article "Allowable Plaza Lane Closures" has been revised.
- 7.3 The Article "Traffic Staging on Ramps" has been revised.
- 7.4 The Article "Traffic Staging for Weigh-in-Motion Station (WIM)" has been revised.

Change # 8

Contract Requirements, Volume II, replace Page J-206 with Page J-206R (attached)

This change contains the following revision:

- 8.1 Special provision LUMINAIRE, LED, HORIZONTAL MOUNT second paragraph under GENERAL has been revised adding "An estimated 250 handhole covers will be needed. Any extra handhole covers will be delivered to Illinois Tollway M-1 Maintenance".

Change # 9

Contract Requirements, Volume II, add the following special provision (J-207A (attached))
ALLOWANCE FOR UNFORESEEN DRAINAGE WORK.

Change # 10

Contract Requirements, Volume II, replace pages J-280 and J-281 with pages J-280R and J-281R (attached)

This change contains the following revisions:

- 10.1 Special provision FAST SET BRIDGE DECK AND APPROACH SLAB REPAIR (SPECIAL) (Illinois Tollway) second line under METHOD OF MEASUREMENT has been deleted.
- 10.2 Special provision FAST SET BRIDGE DECK AND APPROACH SLAB REPAIR (SPECIAL) (Illinois Tollway) last paragraph under BASIS OF PAYMENT has been deleted

Change # 11

Contract Requirements, Volume II, add the following special provision (J-225A, J-225B and J-225C (attached))
SLAB JACKING, SPECIAL (Illinois Tollway)

Change # 12

Contract Requirements, Volume II, replace pages J-339, J-344 and J-349 with pages J-339R, J-344R and J-349R (attached)

This change contains the following revisions:

- 12.1 Special provision VIRTUAL WEIGH-IN-MOTION SYSTEM (Illinois Tollway), Page J-339 last paragraph has been revised by adding "(available on the Illinois Tollway on-line plan room)".
- 12.2 Special provision VIRTUAL WEIGH-IN-MOTION SYSTEM (Illinois Tollway), Calibration Article has been revised changing "A minimum of three (3) different FHWA class vehicle trucks traveling at a full range of speeds shall be used to calibrate the VWIM System" to "Two (2) FHWA class 9 trucks traveling at a full range of speeds shall be used to calibrate the VWIM System"
- 12.3 Deleted the Virtual WEIGH-IN-MOTION Cabinet Enclosure from the VIRTUAL WEIGH-IN-MOTION SYSTEM SUBMITTAL CHECKLIST table.

Change # 13

Contract Requirements, Volume II, replace Page J-352 with Page J-352R (attached)

This change contains the following revisions:

- 13.1 Special provision GROUND MOUNTED CAMERA POLE, GALVANIZED STEEL is renamed to CAMERA POLE, GALVANIZED STEEL.
- 13.2 Under Basis of Payment, "LIGHT POLE, ALUMINUM" has been revised to "LIGHT POLE, GALVANIZED STEEL".

Change # 14

Contract Requirements, Volume II, replace pages J-361 and J-362 with pages J-361R and J-362R (attached)

This change contains the following revisions:

- 14.1 Special provision CURED-IN-PLACE LINER has been revised by adding "Sewer televising reports of the pipes are available in the Illinois Tollway on-line plan room" in the first paragraph.
- 14.2 Special provision CURED-IN-PLACE LINER has been revised by changing "Repair damaged host pipe to accept the liner at no additional cost to the Illinois Tollway" to "Pipe damage caused by negligence of the contractor shall be fixed at no additional costs to the Illinois Tollway" in the sixth paragraph
- 14.3 Criteria for CIPPL have been added to the special provision.

Change # 15

Contract Requirements, Volume II, replace Page D1-2 with Page D1-2R (attached)

This change contains the following revision:

- 15.1 Special provision TRAFFIC CONTROL PLAN has been revised by adding "Keeping the Expressway Open to Traffic" on Page D1-2.

Change # 16

Contract Requirements, Volume II, add the following special provision (D1-7A (attached))
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC.

CHANGES TO THE CONTRACT DRAWINGS

Change # 17

Contract Plans, Volume 1, Drawing 4 (attached)
General Notes

This drawing contains the following revision:

- 17.1 General notes 14 through 17 were added.

Change # 18

Contract Plans, Volume 1, Drawings 6 through 10, 12, 13 and 14
Summary of Quantities

These drawings contain the following revisions:

- 18.1 Revised the summary of quantities per Changes to Schedule of Prices.

The revised drawing will be issued to the successful bidder.
Note: Schedule of Prices (P-Pages) override the Summary of Quantities.

Change # 19

Contract Plans, Volume 1, Drawing 29 (attached)
Maintenance of Traffic Construction Sequencing

This drawing contains the following revision:

- 19.1 Updated MAINTENANCE OF TRAFFIC - CONSTRUCTION SEQUENCING notes.
- 19.2 Added notes for MAINTENANCE OF TRAFFIC FOR WEIGH-IN-MOTION STATION (WIM) PAVEMENT REPAIRS

Change # 20

Contract Plans, Volume 1, Drawings 84, 96 through 98, 120, 122 and 123 and add new drawings 120A, 121A and 121B (attached)
Maintenance of Traffic

These drawings contain the following revisions:

- 20.1 Revised maintenance of traffic for the WIM area
- 20.2 Revised maintenance of traffic for exist to westbound I-80

Change # 21

Contract Plans, Volume 1, Drawing 126 (attached)
Removal Plans

This drawing contains the following revisions:

- 21.1 Added guardrail removal, removed profile diamond grinding, changed depth of HMA surface removal. Added work related to joint replacement.

Change # 22

Contract Plans, Volume 1, Drawing 127 (attached)
Removal Plans

This drawing contains the following revisions:

- 22.1 Removed profile diamond grinding, changed depth of HMA surface removal, added detail for joint removal

Change # 23

Contract Plans, Volume 1, Drawing 128 (attached)
Removal Plans

This drawing contains the following revisions:

- 23.1 Added gutter, shoulder and guardrail removal.

Change # 24

Contract Plans, Volume 1, Drawing 130 (attached)

Removal Plans

This drawing contains the following revisions:

24.1 Added relocation of sign

Change # 25

Contract Plans, Volume 1, Drawing 137 (attached)
Removal Plans

This drawing contains the following revisions:

25.1 Added shoulder removal and gutter removal, revised patch type at STA 159+49.

Change # 26

Contract Plans, Volume 1, Drawing 138 (attached)
Removal Plans

This drawing contains the following revisions:

26.1 Added work related to joint replacement.

Change # 27

Contract Plans, Volume 1, Drawing 140 (attached)
Removal Plans

This drawing contains the following revisions:

27.1 Added work related to joint replacement.

Change # 28

Contract Plans, Volume 1, Drawing 141 (attached)
Removal Plans

This drawing contains the following revisions:

28.1 Added work related to joint replacement.

Change # 29

Contract Plans, Volume 1, Drawing 142 (attached)
Removal Plans

This drawing contains the following revisions:

29.1 Added work related to joint replacement.

Change # 30

Contract Plans, Volume 1, Drawing 143 (attached)
Removal Plans

This drawing contains the following revisions:

30.1 Added epoxy injection and slab jacking. Added paved shoulder removal. Removed patching over culvert and base course restoration.

Change # 31

Contract Plans, Volume 1, Drawing 147 (attached)
Removal Plans

This drawing contains the following revisions:

31.1 Extended gutter removal located south of Plaza 41 cash lanes along SB I-294.

Change # 32

Contract Plans, Volume 1, Drawing 155 (attached)
Removal Plans

This drawing contains the following revisions:

32.1 Added gutter removal

Change # 33

Contract Plans, Volume 1, Drawing 157 (attached)
Removal Plans

This drawing contains the following revisions:

33.1 Deleted call outs for guardrail removal

Change # 34

Contract Plans, Volume 1, Drawing 161 (attached)
Roadway Plans

This drawing contains the following revisions:

34.1 Added guardrail, changed depth of asphalt surface course

Change # 35

Contract Plans, Volume 1, Drawing 162 (attached)
Roadway Plans

This drawing contains the following revisions:

35.1 Changed depth of asphalt surface course

Change # 36

Contract Plans, Volume 1, Drawing 163 (attached)
Roadway Plans

This drawing contains the following revisions:

36.1 Added guardrail, gutter, aggregate shoulder, and grading.

Change # 37

Contract Plans, Volume 1, Drawing 165 (attached)
Roadway Plans

This drawing contains the following revisions:

37.1 Added grading for light poles and changed concrete barrier pay item number.

Change # 38

Contract Plans, Volume 1, Drawing 166 (attached)
Roadway Plans

This drawing contains the following revisions:

38.1 Added grading for light poles

Change # 39

Contract Plans, Volume 1, Drawing 167 (attached)
Roadway Plans

This drawing contains the following revisions:

39.1 Added grading for light poles

Change # 40

Contract Plans, Volume 1, Drawing 172 (attached)
Roadway Plans

This drawing contains the following revisions:

40.1 Added grading for light poles, Added gutter and aggregate shoulder

Change # 41

Contract Plans, Volume 1, Drawing 174 (attached)
Roadway Plans

This drawing contains the following revisions:

41.1 Revised grading at sign foundation

Change # 42

Contract Plans, Volume 1, Drawing 178 (attached)
Roadway Plans

This drawing contains the following revisions:

42.1 Added PCC shoulder and manhole adjustment in gore area

Change # 43

Contract Plans, Volume 1, Drawing 180 (attached)
Roadway Plans

This drawing contains the following revisions:

43.1 Added aggregate shoulders and offset for relocated sign. Revised guardrail terminal type and added gutter construction.

Change # 44

Contract Plans, Volume 1, Drawing 182 (attached)
Roadway Plans

This drawing contains the following revisions:

44.1 Revised limits of gutter construction.

Change # 45

Contract Plans, Volume 1, Drawing 189 (attached)
Roadway Plans

This drawing contains the following revisions:

45.1 Added aggregate shoulders and revised limits of gutter construction

Change # 46

Contract Plans, Volume 1, Drawing 191 (attached)
Roadway Plans

This drawing contains the following revisions:

46.1 Deleted call outs for guardrail construction

Change # 47

Contract Plans, Volume 1, Drawing 197 (attached)
Roadway Details

This drawing contains the following revisions:

47.1 Added shoulder removal

Change # 48

Contract Plans, Volume 1, Drawing 198 (attached)
Roadway Details

This drawing contains the following revisions:

48.1 Revised detail drawing

Change # 49

Contract Plans, Volume 1, Drawing 199 (attached)
Roadway Details

This drawing contains the following revisions:

49.1 Revised detail drawing

Change # 50

Contract Plans, Volume 1, Drawing 200 (attached)
Roadway Details

This drawing contains the following revisions:

50.1 Revised detail drawing

Change # 51

Contract Plans, Volume 1, Drawing 201 (attached)
Roadway Details

This drawing contains the following revisions:

51.1 Revised detail drawing

Change # 52

Contract Plans, Volume 1, Drawing 242 (attached)
Details

This drawing contains the following revisions:

52.1 Revised detail for pressure relief joint removal

Change # 53

Contract Plans, Volume 1, Drawing 320 (attached)
Bridge No. 113

This drawing contains the following revisions:

53.1 Revised rail post detail

Change # 54

Contract Plans, Volume 1, Drawing 360 (attached)
Retaining Wall TS0.04R,SB General Plan

This drawing contains the following revisions:

54.1 Revised pay item from POLYURETHANE SOIL STABILIZATION to INJECT
POLYURETHANE FOAM.

Change # 55

Contract Plans, Volume 1, Drawing 363 (attached)
Retaining Wall TS0.04R,SB Upper Tier South Elevation

This drawing contains the following revisions:

55.1 Revised callout for from POLYURETHANE SOIL STABILIZATION to INJECT
POLYURETHANE FOAM.

Change # 56

Contract Plans, Volume 1, Drawings 370A and 370B (attached)
Bridge No. 125

This drawing contains the following revisions:

56.1 Added drawings 370A and 370B for providing protective shield protection at 159th
Street bridge.

END OF ADDENDUM CHANGES

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100500	TREE REMOVAL, ACRES	ACRE	0.50		
	20101000	TEMPORARY FENCE	FOOT	1,060		
	20200100	EARTH EXCAVATION	CU YD	1,351		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	300		
	20300100	CHANNEL EXCAVATION	CU YD	1,287		
	20400800	FURNISHED EXCAVATION	CU YD	70		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	70.0		
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	72		
	21101825	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	370		
	25000210	SEEDING, CLASS 2A	ACRE	0.50		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	90		
	28100107	STONE RIPRAP, CLASS A4	SQ YD	2		
	28100109	STONE RIPRAP, CLASS A5	SQ YD	1,026		
	28200200	FILTER FABRIC	SQ YD	1,026		
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	28		
	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	15,796		
	44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	1,804		
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	11,324		
	44000400	GUTTER REMOVAL	FOOT	1,712		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	530		
	44213000	PATCHING REINFORCEMENT	SQ YD	60		
	44213200	SAW CUTS	FOOT	11,160		
	44213204	TIE BARS 3/4"	EACH	1,774		
	50102400	CONCRETE REMOVAL	CU YD	5.4		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		

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	50157300	PROTECTIVE SHIELD	SQ YD	2,567		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	2.1		
GBSP	50606701	CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	LSUM	1		
	50800105	REINFORCEMENT BARS	POUND	312		
	50901750	PARAPET RAILING	FOOT	368		
	54002100	EXPANSION BOLTS 5/8 INCH	EACH	45		
	54213450	END SECTIONS 15"	EACH	1		
	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	55		
	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	33		
*	55100700	STORM SEWER REMOVAL 15"	FOOT	10		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60262700	INLETS TO BE RECONSTRUCTED	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	3,509		
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	45,920		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	129,151		
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	5,000		
BDE	70300912	PAVEMENT MARKING TAPE, TYPE IV 12"	FOOT	110		
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	4		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	360		
	73000100	WOOD SIGN SUPPORT	FOOT	8		
	73400100	CONCRETE FOUNDATIONS	CU YD	3.4		
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	2,900		
	78009008	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	200		
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	300		
*	89502380	REMOVE EXISTING HANDHOLE	EACH	2		
	A2000112	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 1-1/2' CALIPER, BALLED AND BURLAPPED	EACH	3		

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	A2002912	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	9		
	A2006512	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	10		
*	X0322587	CONSTRUCTION ACCESS	EACH	1		
*	X0323491	SLOPE WALL CRACK SEALING	FOOT	2,025		
*	X0324028	GROUT FOR USE WITH RIPRAP	CU YD	3		
*	X2600011	REMOVE AND RELOCATE SIGN PANEL	EACH	4		
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	450		
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	30		
*	X7010218	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	EACH	1		
*	Z0007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	LSUM	1		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	10		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	38		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300		
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	797		
*	J1406037	MATERIAL TRANSFER DEVICE	TON	4,544		
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	2,131		
*	J1406056	TEST STRIP (WMA STONE MATRIX ASPHALT)	EACH	1		
*	J1406064	POLYMERIZED WARM MIX LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	83		
*	J1406107	ASPHALT TACK COAT	PQUND	56,683		
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,378		
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	28		
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	3,501		
*	J1442833	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE I, 12 INCHES	SQ YD	2		
*	J1442834	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE II, 12 INCHES	SQ YD	32		

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*	J1442836	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE IV, 12 INCHES	SQ YD	133		
*	J1442873	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE I, 12 INCHES	SQ YD	80		
*	J1442874	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 12 INCHES	SQ YD	1,688		
*	J1442875	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 12 INCHES	SQ YD	80		
*	J1442894	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 12 INCHES	SQ YD	153		
*	J1442905	DOWL BARS 1 1/2"	EACH	9,076		
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	21,390		
*	J1451110	CRACK SEALING	POUND	4,102		
*	J1451160	CRACK FILLING	FOOT	128,569		
*	J1481050	AGGREGATE SHOULDERS, TYPE B	CU YD	204		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	362		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	165		
*	J1482004	HOT-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	122		
*	J1483400	PORTLAND CEMENT CONCRETE SHOULDERS (JOINTED) 9"	SQ YD	44		
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	1		
*	J1520022	REPLACE STRIP SEAL GLANDS	FOOT	568		
*	J1542010	END SECTION REMOVAL	EACH	1		
*	J1587002	BRIDGE DECK CONCRETE CRACK SEALER (SPECIAL)	SQ FT	407,508		
*	J1602030	CATCH BASIN, TYPE G-2	EACH	1		
*	J1602530	CATCH BASIN TO BE ADJUSTED (SPECIAL)	EACH	21		
*	J1604020	FRAMES AND GRATES, TYPE G-3	EACH	2		
*	J1604025	FRAMES AND GRATES, TYPE G-3 MODIFIED	EACH	1		
*	J1606000	CONCRETE CURB TYPE C	FOOT	167		
*	J1606010	GUTTER, TYPE G-2	FOOT	1,229		

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*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	37		
*	J1606020	GUTTER, TYPE G-3	FOOT	500		
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	323		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	2,677		
*	J1630007	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT POSTS	FOOT	114		
*	J1630012	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE C, 6 FOOT POSTS	FOOT	263		
*	J1630020	GALVANIZED STEEL POST, 6 FOOT	EACH	34		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	2		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	14		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	9		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	3		
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	6		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	4		
*	J1635010	ROADWAY DELINEATORS	EACH	50		
*	J1637003	CONCRETE BARRIER, DOUBLE FACE, 42 INCH	FOOT	60		
*	J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	365		
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	365		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	28,119		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	51		
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	8		
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	96		
*	J1703920	PAVEMENT MARKING TAPE, TYPE III, 6 INCH (BLACK)	FOOT	5,000		
*	J1703930	PAVEMENT MARKING TAPE, TYPE III, 8 INCH (BLACK)	FOOT	6,000		
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	610		
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	96		

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*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	1,205		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	40		
*	J1811282	CONDUIT ATTACHED TO STRUCTURE, 4" DIA, STAINLESS STEEL	FOOT	10		
*	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2,000		
*	JS120610	HEADWALL GRATES	POUND	433		
*	JS120710	ENERGY ATTENUATOR	EACH	2		
*	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	240		
*	JS120720	ENERGY ATTENUATOR REMOVAL	EACH	2		
*	JS120809	PVC DRAIN PIPE (8 IN.)	FOOT	13		
*	JS120813	REMOVE EXISTING DRAIN PIPE	FOOT	13		
*	JS120818	REPLACE EXISTING SCUPPER GRATE	EACH	4		
*	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,874		
*	J6250220	SEEDING, CLASS 2E	ACRE	0.25		
*	JS250318	SEEDING, CLASS 4F	ACRE	0.50		
*	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	3		
*	JS280050	SILT FENCE	FOOT	110		
*	JS280051	RE-ERECT SILT FENCE	FOOT	55		
*	JS280305	TEMPORARY DITCH CHECKS	FOOT	210		
*	JS670C00	FIELD OFFICE, TYPE C	CAL MO	11		
*	JS671010	MOBILIZATION, TOLLWAY	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
*	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	7		
*	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	110		
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	523		
*	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	459		
*	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA, PVC COATED GALVANIZED STEEL	FOOT	775		

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*	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,540		
*	JS813001	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 8"	EACH	1		
*	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	55		
*	JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8		
*	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	10		
*	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	3		
*	JS816072	UNIT DUCT, WITH 2-1/2 NO. 2 AND 1/2 NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	360		
*	JS816076	UNIT DUCT, WITH 4-1/2 NO. 2 AND 1/2 NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	9,012		
*	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 10	FOOT	8,845		
*	JS817212	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 8	FOOT	3,531		
*	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	902		
*	JS821110	UNDERPASS LUMINAIRE, LED	EACH	67		
*	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	4		
*	JS830015	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., TWO 6 FT. MAST ARMS	EACH	1		
*	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	28		
*	JS836006	LIGHT POLE FOUNDATION (ROADWAY) MEDIAN, TYPE 2	EACH	1		
*	JS842060	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4		
*	JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	67		
*	JS842105	POLE FOUNDATION, REMOVED	EACH	28		
*	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1		
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	60		
*	JT420060	SLAB JACKING, SPECIAL	POUND	350		
*	JT420120	CONCRETE PAVEMENT JOINT RESEALING.	FOOT	87		
*	JT485040	PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT	SQ YD	90,651		
*	JT485102	STANDARD JOINTED PRECAST CONCRETE PAVEMENT SLABS, 12.5'	SQ FT	10,909		

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*	JT485104	STANDARD JOINTED PRECAST CONCRETE PAVEMENT SLABS, 13.5'	SQ FT	2,673		
*	JT485106	CUSTOM JOINTED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	7,002		
*	JT485110	CUSTOM CRC ISOLATED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	709		
*	JT485112	CUSTOM CRC CONSECUTIVE PRECAST CONCRETE PAVEMENT SLABS	SQ FT	1,388		
*	JT485120	TEMPORARY PARTIAL DEPTH PRECAST CONCRETE PAVEMENT SLABS	SQ FT	160		
*	JT485200	ULTRA-HIGH PERFORMANCE CONCRETE JOINTING OF PRECAST PAVEMENTS	CU FT	80		
*	JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	25		
*	JT503033	ACCELERATED APPROACH SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	12		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	197		
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	13		
*	JT503100	FIBER WRAP REPAIR	SQ FT	53		
*	JT503110	BEAM PRELOAD	L SUM	1		
*	JT503400	FAST DECK SLAB REPAIR (PARTIAL) - SPECIAL	SQ YD	4		
*	JT503430	FAST APPROACH SLAB REPAIR (PARTIAL)	SQ YD	10		
*	JT503440	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	1		
*	JT503450	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	24		
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	77,858		
*	JT525100	EXPANSION JOINT RESTORATION	FOOT	417		
*	JT525125	BONDED PREFORMED JOINT SEAL, 2 IN.	FOOT	1,454		
*	JT525225	BONDED PREFORMED JOINT SEAL REPLACEMENT, 2 IN.	FOOT	125		
*	JT525230	BONDED PREFORMED JOINT SEAL REPLACEMENT, 3 IN.	FOOT	360		
*	JT525235	BONDED PREFORMED JOINT SEAL REPLACEMENT, 4 IN.	FOOT	438		
*	JT594012	SLOPED HEADWALL, TYPE III, 12'	EACH	1		
*	JT524015	BRIDGE DECK CONCRETE SEALER	SQ FT	38,896		
*	JT837035	CONCRETE BARRIER BASE FOR DOUBLE FACE	FOOT	60		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DA	14		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-16-4273
ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 0.0 TO MILEPOST 8.25
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	6		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	3		
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED,	EACH	1		
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	175,911		
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	21,648		
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	23,365		
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	100,015		
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	800		
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	250		
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	1,200		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	127,236		
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	98		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	443		
*	JT785060	FLEXIBLE DELINEATOR CURB SYSTEM, INSTALLED	FOOT	1,000		
*	JT785070	REMOVE FLEXIBLE DELINEATOR CURB SYSTEM	FOOT	800		
*	JT825110	UPGRADE EXISTING LIGHTING CONTROLLER	EACH	10		
*	JT825121	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 1	EACH	1		
*	JT825122	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 2	EACH	1		
*	JT825123	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 3	EACH	1		
*	JT825124	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 4	EACH	1		
*	JT825125	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 5	EACH	1		
*	JT825126	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 6	EACH	1		
*	JT825127	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 7	EACH	1		
*	JT836012	CAMERA POLE FOUNDATION STEEL HELIX (10 FT.)	EACH	1		
*	JT844006	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	28		
*	JT900045	GROUND MOUNTED LIGHT POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2		

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TRI-STATE TOLLWAY (I-294)
MILEPOST 0.0 TO MILEPOST 8.25
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900047	WALL MOUNTED LIGHT POLE. GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2		
*	JT900017	VIRTUAL WEIGH-IN-MOTION SYSTEM	EACH	1		
*	JT900206	CHAIN LINK FENCE REPAIR	FOOT	822		
*	JT900305	MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	143,331		
*	JT900412	CURED-IN-PLACE PIPE LINER, 12"	FOOT	173		
*	JT900415	CURED-IN-PLACE PIPE LINER, 15"	FOOT	1,210		
*	JT900418	CURED-IN-PLACE PIPE LINER, 18"	FOOT	839		
*	JT900424	CURED-IN-PLACE PIPE LINER, 24"	FOOT	255		
*	JT900430	CURED-IN-PLACE PIPE LINER, 30"	FOOT	325		
*	JT900436	CURED-IN-PLACE PIPE LINER, 36"	FOOT	335		
*	JT900460	CURED-IN-PLACE PIPE LINER, 60"	FOOT	305		
*	JT900530	POLYURETHANE SOIL STABILIZATION	POUND	2,683		
*	JT900532	INJECT POLYURETHANE FOAM	POUND	10		
*	JT990170	SPLASH BLOCK	EACH	1		
TOTAL AMOUNT OF CORE WORK						

*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000	1.00	10,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	5,000	1.00	5,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	30,000	1.00	30,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	40,000	1.00	40,000.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	20		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	1,000		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	100		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	10		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MO	15		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	5		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4273
 ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
 TRI-STATE TOLLWAY (I-294)
 MILEPOST 0.0 TO MILEPOST 8.25
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02(b)(1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b)(3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(2,100.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(3,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG51	NON-COMPLIANCE WITH PATCHING BARRICADES PER PORTLAND CEMENT CONCRETE PATCHING SPECIAL PROVISION	INC/DAY		(500.00)	
	999NEG52	FAILURE TO RESPONDE FOR PATCHING BARRICADES PER PORTLAND CEMENT CONCRETE PATCHING SPECIAL PROVISION	OCCUR		(500.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4273
 ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
 TRI-STATE TOLLWAY (I-294)
 MILEPOST 0.0 TO MILEPOST 8.25
 SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG55	DAMAGE TO TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5	OCCUR		See Note 2	
	999NEG90	ONE LANE OR RAMP BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(3,000.00)	
	999NEG91	TWO LANES BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK						

TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID	
ECP BID CREDIT	
AWARD CRITERIA	

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

Note 1: The deduction will be according to Tollway Suppl. Article 280.02(b)(1). The Contractor should leave the unit price value blank.
 Note 2: The deduction will be according to S.P. 115.5. The Contractor should leave the unit price value blank.

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$250,000.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. The base bid is to be clearly identified on Base Bid Line. Base Bid = Total Amount of Core Work + Total Amount of Contingency Work
- B. ECP Bid Credit Line is to include the total amount of bid credits applied to the bid;
- C. Award Criteria Line is to include the Award Criteria.
 (Base Bid line minus ECP Bid credit line equals Award Criteria Line).

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-16-4273 as specified in S.P. 103.1

Contract RR-16-4273
Pavement and Bridge Repairs and Preservation
Tri-State Tollway (I-294) Milepost 0.0 to Milepost 8.25

LUMINAIRE, LED, HORIZONTAL MOUNT	J-206
CONTRACT ALLOWANCES (Illinois Tollway)	J-207
ALLOWANCE FOR UNFORESEEN DRAINAGE WORK.....	J-207A
ALLOWANCE FOR RAILROAD FLAGGING (Illinois Tollway).....	J-208
CONTRACTOR'S QUALITY PROGRAM (Illinois Tollway).....	J-220
CONCRETE PAVEMENT JOINT RESEALING	J-221
AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL (Illinois Tollway)	J-224
SLAB JACKING, SPECIAL (Illinois Tollway)	J-225A
PERFORMANCE RELATED SPECIAL PROVISION FOR HIGH-EARLY STRENGTH CAST-IN-PLACE CONCRETE (Illinois Tollway)	J-226
PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT (Illinois Tollway).....	J-235
PRECAST REPLACEMENT OF CONCRETE PAVEMENT SLABS	J-239
PRECAST CONCRETE PAVEMENT SLAB SYSTEMS (Illinois Tollway).....	J-245
ULTRA-HIGH PERFORMANCE CONCRETE JOINTING OF PRECAST PAVEMENTS (Illinois Tollway) ...	J-251
ACCELERATED CONCRETE DECK SLAB AND APPROACH SLAB REPAIR – (TOLLWAY GBSP)	J-254
STRUCTURAL REPAIR OF CONCRETE (Illinois Tollway GBSP)	J-260
FIBER WRAP REPAIR (Illinois Tollway GBSP).....	J-269
BEAM PRELOAD	J-274
FAST SET BRIDGE DECK AND APPROACH SLAB REPAIR (SPECIAL) (Illinois Tollway).....	J-275
FAST SETTING CONCRETE (Illinois Tollway)	J-282
PERFORMANCE-RELATED SPECIAL PROVISION FOR CALCIUM ALUMINATE CEMENT CONCRETE (Illinois Tollway).....	J-284
APPLY CONCRETE SEALANT (Illinois Tollway GBSP).....	J-291
BRIDGE DECK CONCRETE SEALER (Illinois Tollway GBSP).....	J-293
Effective: October 25, 2016.....	J-293
EXPANSION JOINT RESTORATION.....	J-295
BONDED PREFORMED JOINT SEAL, 2 IN.	J-296
BONDED PREFORMED JOINT SEAL REPLACEMENT	J-297
HEADWALL	J-302
DOWEL BAR RETROFIT (Illinois Tollway).....	J-303
SUPPLEMENTAL TRAFFIC CONTROL DEVICES (Illinois Tollway).....	J-307
SUPPLEMENTAL MAINTENANCE OF TRAFFIC (Illinois Tollway).....	J-309
PORTABLE CHANGEABLE MESSAGE SIGN.....	J-310
MULTI-POLYMER PAVEMENT MARKINGS (Illinois Tollway).....	J-311
GROOVING FOR RECESSED PAVEMENT MARKING (Illinois Tollway)	J-323
PAVEMENT MARKING AND MARKER REMOVAL (Illinois Tollway).....	J-325
FLEXIBLE DELINEATOR CURB SYSTEM	J-327
REMOVE FLEXIBLE DELINEATOR CURB SYSTEM	J-330
UPGRADE EXISTING LIGHTING CONTROLLER.....	J-331

Contract RR-16-4273
Pavement and Bridge Repairs and Preservation
Tri-State Tollway (I-294) Milepost 0.0 to Milepost 8.25

REPAIR EXISTING LIGHTING CONTROLLER..... J-332
CAMERA POLE FOUNDATION STEEL HELIX (10 FT.) J-334
RELOCATE EXISTING LIGHTING UNIT, SPECIAL J-335
VIRTUAL WEIGH-IN-MOTION SYSTEM (Illinois Tollway)..... J-336
GROUND MOUNTED CAMERA POLE, GALVANIZED STEEL J-352
CHAIN LINK FENCE REPAIR J-353
MICROSURFACING (Illinois Tollway) J-354
CURED-IN-PLACE LINER..... J-361
POLYURETHANE SOIL STABILIZATION (Illinois Tollway)..... J-363
INJECT POLYURETHANE FOAM..... J-366
SPLASH BLOCK..... J-369
RESTORATION WORK - LIGHTING..... J-370
IN-STREAM WORK PLAN..... J-371
WARRANTY (Illinois Tollway)..... J-372
IDOT CHECK SHEET FOR RECURRING SPECIAL PROVISIONS..... RECURR-1
ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)..... BDE-1
PAVEMENT MARKING TAPE TYPE IV (BDE) BDE-5
CLEANING AND PAINTING EXISTING STEEL STRUCTURES GBSP-1
POLYMER MODIFIED PORTLAND CEMENT MORTAR GBSP-24
CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES..... GBSP-28
PIPE UNDERDRAINS FOR STRUCTURES GBSP-51
STRUCTURAL ASSESSMENT REPORTS FOR CONTRACTOR'S MEANS AND METHODS..... GBSP-52
TRAFFIC CONTROL PLAN D1-1
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC..... D1-3
PUBLIC CONVENIENCE AND SAFETY D1-8
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC..... D1-8A

H1-05	LIGHT STANDARD FOUNDATION
H2-04	LIGHT STANDARD DETAILS
H4-03	HEAVY-DUTY HANDHOLE AND BURIED WIRING DETAILS
H5-03	SERVICE POLE AND PEDESTAL DETAILS
H6-04	EXTERIOR CONTROL CONSOLE DETAILS
H7-02	EXTERIOR CONTROL CONSOLE FOUNDATION DETAILS
H8-01	INTERIOR CONTROL CONSOLE DETAILS
H9-00	UNDERPASS LIGHTING INSTALLATION DETIALS
K1-06	TEMPORARY EROSION AND SEDIMENT CONTROLS

IDOT HIGHWAY STANDARDS

STANDARD NO.	TITLE
000001-06	STANDARD SYMBOLS, ABB AND PATTERNS
442001-04	CLASS A PATCHES
442101-07	CLASS B PATCHES
602001-02	CATCH BASIN TYPE A
602401-03	MANHOLE TYPE A
602701-02	MANHOLE STEPS
604001-04	FRAME AND LIDS TYPE 1
604016-04	FRAME AND GRATE TYPE 4
701006-05	OFF-RD OPER, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FR PVMT ED
701101-05	OFF-RD OPER, MULTI, 15' (4.5 m) TO 24" (600 mm) FR PVMT ED
701201-04	LANE CLOSURE, 2L, 2W, DAYS ONLY, FOR SPEEDS \geq 45 MPH
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701400-08	APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY
701401-09	LANE CLOSURE, FREEWAY/EXPRESSWAY
701421-07	LANE CL, MULTI, DAY OPER ONLY, SPEEDS \geq 45 MPH TO 55 MPH
701422-06	LANE CLOSURE, MULTILANE, FOR SPEEDS \geq 45 MPH TO 55 MPH
701456-02	PARTIAL EXIT RAMP CLOSURE FREEWAY / EXPRESSWAY
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701601-09	URBAN SINGLE LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN
701602-07	URBAN LANE CLOSURE, MULTILANE, 2W, BIDIRECTIONAL LEFT TURN LANE
701606-10	URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
701701-10	URBAN SINGLE LANE CLOSURE, MULTILANE, INTERSECTION
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-05	TRAFFIC CONTROL DEVICES

For construction on or adjacent to any State Highways, the Contractor will be required to contact IDOT to secure necessary permits and obtain written authorization for any work or lane closures on the aforementioned roadway. The Contractor is required to secure an Access Permit and provide a bond to IDOT for access to their right-of way for the purpose of performing the contract work. The amount of the bond shall be \$5,000.

The Contractor shall give IDOT 14 calendar days notice prior to commencement of any work on or affecting a State highway, so as to provide the opportunity to alert the motoring public of possible delays.

Where State highways will be affected by the construction of the Toll Highway, the Contractor shall have responsibility for the installation, maintenance, relocation and removal of temporary and permanent traffic control devices along the State highways in accordance with IDOT Standards and Specifications.

The Contractor shall be required to meet regularly with IDOT and Illinois Tollway representatives to keep them abreast of traffic phase changes and shall provide a minimum 24-hour notice of said changes. The Contractor shall be required to comply with all IDOT traffic control requirements, including the specifications for lane closures contained in the final plans and specifications. Such lane closures must be reviewed and approved by IDOT prior to implementation. The Contractor will be required to request written authorization through the Traffic Control Supervisor a minimum of two (2) weeks prior to any traffic pattern changes or lane closures, and provide detailed description of the traffic pattern revisions and respective durations in his/her authorization request. Upon receipt of the permit and authorization, the Contractor shall submit a copy to the Engineer for recording. The IDOT Traffic Control Supervisor may be contacted at:

Illinois Dept. of Transportation, Region 1
201 West Center Court
Schaumburg, IL 60196-1096
Tom Gallenbach, Traffic Permit Engineer
Phone Number (847) 705-4130

Should the Contractor fail to install or maintain traffic control devices as provided for in the Contract, IDOT, after giving prior notice to the Contractor, shall have the right to perform the work in any reasonable manner or cause the work to be performed on a force account basis at the expense of the Contractor.

The Contractor shall be required to keep at least one lane open in each direction on the State highways continuously at all times during construction unless otherwise authorized.

The Contractor shall indemnify and hold harmless IDOT in accordance with the indemnification provided to IDOT in Article 107.26 of IDOT's Standard Specifications for Road and Bridge Construction in effect at the time of construction. Such indemnity shall not be limited to amounts recoverable in the Court of Claims or by any insurance or bonds to be provided by said Contractor.

IDOT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of the Work as it affects the State Highway System. All IDOT communications and correspondence with the Tollway's Contractor relating to the contract shall be through the Tollway, unless otherwise specifically approved by the Chief Engineer of the Tollway. The Contractor shall immediately perform such work or replace or repair such non-complying work.

IDOT will also make inspections upon completion of 70% and 100% of all work on each contract affecting a facility. Deficiencies thus identified shall be subject to reinspection upon completion of corrective work. Payments for all work shall also be subject to IDOT inspections.

This contract (RR-16-4273) abuts and/or overlaps with other concurrent and future IDOT contracts as listed below. Each contract includes work items requiring close coordination between the various Contractors regarding the sequence and timing for execution of work items. This contract also includes critical work items that affect the future staging of traffic and the completion dates of other contracts. These critical items along with their completion dates are listed after each contract.

1. IDOT Contract No. PPS: 1-79603-0000; Wood St from IL 83 (Sibley Blvd) to I-294 Resurfacing (3P) / ADA Improvements; Construction Year 2017

Critical Items affecting the above contract:

- a. Conflict with MOT signs

S.P. 106.2 COORDINATION WITH THE COOK COUNTY DEPARTMENT OF HIGHWAYS

For construction on or adjacent to any county highway, the Contractor will be required to contact the Cook County Department of Highways, as listed below, to secure necessary permits and obtain written authorization for any lane closures on the aforementioned roadway. The Contractor is required to deposit a Performance and Right Of Way Restoration Bond in the amount of \$20,000, with the Cook County Transportation and Highways Department Permit Office prior to the start of work within the County Right Of Way.

Coordination with the Cook County Department of Highways is required for the following work, but is not limited to:

MOT for repair of Bridge No. 119 and 120 carrying I-294 over Ashland Avenue

MOT for repair of Bridge No. 123 carrying 167th Street over SB I-294

The Contractor is responsible for meeting all requirements of the Cook County Department of Highways in connection therewith:

Mr. John Yonan P.E.
Superintendent of Highways
Cook County Highway Department
69 West Washington Street, Room 2300
Chicago, Illinois 60602
(312) 603-1670

S.P. 106.6 COORDINATION WITH OTHER CONTRACTORS

The Contractor is advised that certain operations will involve cooperation with Illinois Tollway personnel and Contractors performing work on or adjacent to this contract for the Illinois Tollway. The Contractor shall cooperate to the fullest extent with the Illinois Tollway and the Contractors working on adjacent projects in compliance with the provisions of Article 105.08 of the Illinois Tollway Supplemental Specifications.

The following Illinois Tollway projects in the vicinity of Contract RR-16-4273 may be under construction during the term of this Contract:

- Contract RR-16-4274 South Tri-State Tollway (I-294) Pavement and Bridge Repairs and Preservation, Mile Post 8.25 To Mile Post 17.60
- Contract RR-16-8131 Toll Plaza Lighting Upgrades - I-90/ I-94/ I-294
- Contract RR-16-5664 South Tri -State (I-294) slope related Drainage Issues

S.P. 106.7 COORDINATION WITH PERMITTING AGENCIES

The project requires a 404 permit from the United States Army Corps of Engineers (USACE).

A request for Regional Permit's 10 and 7 was submitted to USACE (October 2016) for the culvert and stream work at Prairie Creek near the James O. Setness Park in the Village of Hazel Crest. The Contractor shall not disturb or impact (place rock or fill) within waters of the US as noted within the contract plans until these permits are received. The Contractor shall coordinate methods for in-stream work with the Engineer and with the Illinois Tollway Environmental Unit.

S.P. 107 INSURANCE

This provision supplements Article 107.27 of the Illinois Tollway Supplemental Specifications.

J. ADDITIONAL INSURED PROTECTION

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of Illinois Department of Transportation, Cook County Department of Highways, Village of East Hazel Crest, Village of Hazel Crest, and Village of Markham. The Contractor's Insurance coverage, required by and in conformance with Article 107.27(j) of the Illinois Tollway Supplemental Specifications, shall include the agencies specified herein, its agents and employees as additional insureds, or provide a separate owner's protection policy of equal limits of coverage for each agency.

S.P. 107.1 ENGINEERING PROFESSIONAL LIABILITY

Engineering Professional Liability insurance shall be maintained during the design-build period of the contract and then provide a discovery period of no less than 5 years after project completion. The discovery period requirement may be met by either an endorsement to the Engineering Professional Liability policy indicating the 5-year discovery period or, alternatively, a letter from the Engineering Professional warranting that Engineering Professional Liability insurance shall be maintained continuously for a period of not less than five years after project completion. The policy may be written on a claims-made basis. Insurance documentation is required of the engineering firm providing the actual design-build plans. Primary professional liability for the engineering firm should be for a minimum of \$2 million per claim and in aggregate.

For the construction upon or above Markham Yard Bridges 119 & 120 or adjacent to the Metra Railroad right-of-way, the Contractor shall contact the Metra for the required railroad protective liability insurance

77 passenger trains per day at East Hazel Crest
50 passenger trains per day at Midlothian
8 freight trains per day at Midlothian
30 passenger trains per day at Chicago Ridge
10 freight trains per day at Chicago Ridge

Contact person: Mr. Donald Whistler
Right of Way Administrator
Real Estate & Contract Management
547 West Jackson Boulevard
Chicago, IL 60661-5717
(312) 322-8016
E-Mail: dwhistler@metra.com

Metra insurance requirements are as following:

Commercial General Liability Insurance - \$5,000,000 per occurrence & \$10,000,000 aggregate.
Automobile Liability in an amount not less than \$1,000,000 dollars per occurrence.
Protective Liability insurance naming only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
Workers Compensation - \$1,000,000.

S.P. 107.3.3.1 ADDITIONAL RAILROAD WORKING REQUIREMENTS

The Metra requires everyone (contractor, consultants, etc) working on Metra property to have a Right-of-Entry (ROE) agreement.

Right of Entry Application Fee:	\$0
Right of Entry Fee:	\$1,000.00
Flegger Fee:	\$700 per day

S.P. 108 INDEMNIFICATION

In addition to indemnifying the Illinois Tollway under Article 107.26 of the Illinois Tollway Supplemental Specifications, the Contractor shall also indemnify and save harmless the Illinois Department of Transportation (IDOT), Cook County Department of Highways, Village of East Hazel Crest, Village of Hazel Crest, and Village of Markham, Infrastructure Engineering, Inc. and all subconsultants, Construction Manager and all subconsultants, the Program Management Office (PMO), AECOM Technical Services, Inc. and all their officers, agents and

employees, in accordance with the indemnification requirements of Article 107.26 of said Illinois Tollway Supplemental Specifications.

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

Illinois Tollway Supplemental Specifications apply to this contract.

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

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

S.P. 110 LIST OF INCIDENTALS TO THE PAY ITEMS

The Contractor's attention is called to several specific incidental work items as noted on the Contract Plans and Special Provisions and in addition to the lists in the Standard Specifications. Listed below is a listing of these items for general information only. The list is not intended to be all-inclusive and, therefore, the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications.

<u>Pay Item No.</u>	<u>Designation</u>	<u>Incidental Work</u>
50901750	PARAPET RAILING	Clean existing 3/4 inch round anchor rods, Cut threads into existing anchor rods, Coat existing anchor rods
63200310	GUARDRAIL REMOVAL	Backfill of void space with FA-6 and compaction
J1606010 or J1606020	GUTTER, TYPE G-2 or GUTTER, TYPE G-3	Sawcut Expansion Joint in existing Gutter as shown in 'Gutter and Drainage Structure Repair Detail' and shown on plans. Protective coat
J1637003	CONCRETE BARRIER, DOUBLE FACE, 42 INCH	CONCRETE GLARE SCREEN, Protective coat
J16370030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	Protective coat, relocation of stop sign at ramp toll plaza, relocation of 15 MPH sign at ramp toll plaza
JS120809	PVC DRAIN PIPE (8 IN.)	Fittings, associated hardware and painting
JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18"X18"X8"	Mounting hardware, such as screws, brackets and din rails, and all items and work shown on the "MAIN UNDERPASS JUNCTION BOX DETAIL".

The cost of reinforcement bars shall be included in the cost of the CONCRETE BARRIER, DOUBLE FACE, REINFORCED.

The cost of reinforcement bars shall be included in the cost of the CONCRETE BARRIER, SINGLE FACE, REINFORCED.

The cost of reinforcement bars shall be included in the cost of the CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED.

Protective coat will be measured for payment in place and the area computed in square yards."

Revise Article 637.12 of the Standard Specifications to read as follows:

"637.12 Basis of Payment. This work will be paid for at the contract unit price per foot for CONCRETE BARRIER BASE; CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT; CONCRETE BARRIER BASE, 5'; CONCRETE BARRIER BASE, 7'; CONCRETE BARRIER BASE, VARIABLE HEIGHT, 7'; CONCRETE BARRIER BASE FOR SINGLE FACE; CONCRETE BARRIER, DOUBLE FACE, of the height specified; CONCRETE BARRIER, DOUBLE FACE, SPECIAL; CONCRETE BARRIER, SINGLE FACE, of the height specified; CONCRETE BARRIER, SINGLE FACE, SPECIAL of the height specified; CONCRETE BARRIER, SINGLE FACE, REINFORCED of the height specified; CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED of the height specified; CONCRETE BARRIER BASE FOR DOUBLE FACE BARRIER and CONCRETE BARRIER TRANSITION, CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT.

Protective coat will be paid at the contract unit price per square yard."

Pay Item Number	Designation	Unit of Measure
J1637003	CONCRETE BARRIER, DOUBLE FACE BARRIER, 42 INCH	FOOT
J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT
J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT
JT637035	CONCRETE BARRIER BASE FOR DOUBLE FACE BARRIER	FOOT

Tuesday	10:00 p.m.- 4:00 a.m. Wed.	10:00 p.m.- 4:00 a.m. Wed.
Wednesday	10:00 p.m.- 4:00 a.m. Thur.	10:00 p.m.- 4:00 a.m. Thur.
Thursday	10:00 p.m.- 4:00 a.m. Fri.	10:00 p.m.- 4:00 a.m. Fri.
Friday	None allowed	None allowed
Saturday	10:00 p.m.- 6:00 a.m. Sun.	10:00 p.m.- 6:00 a.m. Sun.
Sunday	10:00 p.m.- 5:00 a.m. Mon.	10:00 p.m.- 5:00 a.m. Mon.

The Contractor shall strictly adhere to the temporary lane closure hours set out above and as noted on the plans for specific locations throughout the duration of the contract. Temporary lane closures will not be allowed, or must be removed, if so directed by the Engineer, due to inclement weather or heavy traffic, in accordance with the Standard Specifications.

No lane closure signs shall be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

Definitions:

- Night time and Off-peak hours are during the Allowable Lane Closure Times. Night Time lane closures and Off-Peak lane closures shall be during the Allowable Lane Closure Times.
- Weekdays are Monday through Thursday.
- Weekends are from Friday night 10:00 PM to Monday 5:00 AM morning during allowable lane closures hours.

When closures are required, portable changeable message signs shall be installed one week prior to the closure. The wording and locations shall be determined by the Engineer.

In all cases, the Contractor is expected to be working in the areas closed due to the temporary lane closures. The Contractor shall remove the temporary lane closure and all associated devices from the Tollway when the scheduled work shift is over or when so required by the Contract Documents, whichever occurs first.

Allowable Lane Closure Hours for IDOT Expressways:

Refer to special provision KEEPING THE EXPRESSWAY OPEN TO TRAFFIC for allowable lane closure hours on IDOT expressways.

Allowable Shoulder Closures:

Outer shoulders can be closed during the day time from 9:00 AM to 3:00 PM, if approved by Illinois Tollway Incident Manger, on case-by-case bases.

Allowable Plaza Lane Closures:

Up to two (2) Toll Plaza 41, Toll Plaza 43 and Toll Plaza 45 Cash lanes can be closed weekdays from 10:00 PM to 6:00 AM. Cash lane closures are not allowed on weekends. Open Road Tolling lanes can be closed during I-294 allowable lane closure hours listed in the tables above, if approved by Illinois Tollway Incident Manger, on case-by-case bases. See maintenance of traffic plans for time restrictions on duration of traffic staging in plaza area.

Only one Toll Plaza 41 lane shall be closed at a time for a maximum duration of two weeks.

Contractor shall complete all construction activities during the lane closure.

Traffic Staging on Ramps:

Maintenance of traffic required for pavement repairs, guardrail repairs and other work along ramps shall be set up on the ramp, for partial ramp closure or ramp lane closure where multiple ramp lanes exist, only when the work is in progress. When no work is in progress on a ramp, all traffic control devices and equipment shall be removed from the ramp. See maintenance of traffic plans for time restrictions on duration of traffic staging on ramps. Hours shown shall include time required to setup and remove MOT devices. Pavement patching at existing pressure relief joint shall be performed by weekend closures.

Traffic Staging for Weigh-In-Motion Station (WIM):

Pavement repairs at existing WIM, NB I-294, Station 54+50 to Station 55+50, and construction of new WIM, NB I-294, Station 56+50 to Station 59+50, shall begin after Labor Day, 2017. This work shall be performed by weekdays nighttime temporary lane closures during allowable lane closure hours, except for repairs for Lane 1 and Lane 2 when Lane 1 can be closed for a weekend. Multiple weekend closures may be required for repairs in Lane 1 and median shoulder.

Construction sequencing shall be as noted below and on Sheet MOT-1.

Stage WIM-1: Pavement Repairs in Gore Area: This work shall be performed by Lane 4 closure and shifting traffic from Lincoln Oasis ramp to right ramp shoulder by weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

Stage WIM-2: Pavement Repairs on Ramp from Lincoln Oasis: This work shall be performed by Lane 4 closure and shifting traffic from Lincoln Oasis ramp to Lane 4 upstream of pavement repair by weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

Stage WIM-3: Pavement Repairs in Lane 2: This work shall be performed by shifting mainline traffic right and shifting traffic from Lincoln Oasis ramp to right ramp shoulder for a week. Lane 1 will be closed and outside lane traffic will be on outer shoulder. Pavement repair in Lane 2 shall be performed by Lane 2 and Lane 3 closures during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

Stage WIM-4: Pavement Repairs in Lane 1: This work shall be performed by shifting mainline traffic right and shifting traffic from Lincoln Oasis ramp to right ramp shoulder for a week. Lane 1 will be closed and outside lane traffic will be on outer shoulder. Pavement repair in Lane 1 shall be performed by Lane 2 closure during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

Stage WIM-5: Pavement Repairs in Lane 3: This work shall be performed by shifting traffic from Lincoln Oasis ramp to right ramp shoulder. Pavement repair in Lane 3 shall be performed by Lane 2, Lane 3 and Lane 4 closures during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

Stage WIM-6: Pavement Repairs in Lane 4: This work shall be performed by shifting traffic from Lincoln Oasis ramp to right ramp shoulder. Pavement repair in Lane 4 shall be performed by Lane 3 and Lane 4 closures during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

WIM Sensors Construction in Lane 3 and Lane 4: This work shall be performed by shifting traffic from Lincoln Oasis ramp to right ramp shoulder and Lane 3 and Lane 4 closures during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

WIM Sensors Construction in Lane 1 and Lane 2: This work shall be performed by Lane 1 and Lane 2 closures during weekday nighttime temporary lane closures during the allowable lane closure hours shown in the tables below.

DAY	ALLOWABLE SHOULDER AND 1-LANE CLOSURE TIMES	
	WIM Location	
	Northbound	Southbound
Monday	8:00 p.m.- 5:00 a.m. Tues.	8:00 p.m.- 5:00 a.m. Tues.
Tuesday	8:00 p.m.- 5:00 a.m. Wed.	8:00 p.m.- 5:00 a.m. Wed.
Wednesday	8:00 p.m.- 5:00 a.m. Thur.	8:00 p.m.- 5:00 a.m. Thur.
Thursday	8:00 p.m.- 5:00 a.m. Fri.	8:00 p.m.- 5:00 a.m. Fri.
Friday	10:00 p.m.- 8:00 a.m. Sat.	10:00 p.m.- 8:00 a.m. Sat.
Saturday	9:00 p.m.- 9:00 a.m. Sun.	9:00 p.m.- 9:00 a.m. Sun.
Sunday	9:00 p.m.- 5:00 a.m. Mon.	9:00 p.m.- 5:00 a.m. Mon.

DAY	ALLOWABLE 2 & 3-LANE CLOSURE TIMES	
	WIM Location	
	Northbound	Southbound
Monday	10:00 p.m.- 4:00 a.m. Tues.	10:00 p.m.- 4:00 a.m. Tues.
Tuesday	10:00 p.m.- 4:00 a.m. Wed.	10:00 p.m.- 4:00 a.m. Wed.
Wednesday	10:00 p.m.- 4:00 a.m. Thur.	10:00 p.m.- 4:00 a.m. Thur.
Thursday	10:00 p.m.- 4:00 a.m. Fri.	10:00 p.m.- 4:00 a.m. Fri.
Friday	None allowed	None allowed
Saturday	10:00 p.m.- 6:00 a.m. Sun.	10:00 p.m.- 6:00 a.m. Sun.
Sunday	10:00 p.m.- 5:00 a.m. Mon.	10:00 p.m.- 5:00 a.m. Mon.

Traffic Staging for Pavement Repairs on Westbound I-80 Exit Lanes. M.P. 4.60:

Pavement repairs on exit lanes of westbound I-80 shall be performed by nighttime temporary lane closures between 11:00 PM to 4:30 AM. Temporary lane closures shall be as shown on Sheet MOT2A-4A and Sheet MOT2A-4. An additional portable changeable message sign shall be installed 1000 feet in advance of I-80 exit with 'WESTBOUND I-80 EXIT 1000 FEET' during temporary lane closures.

Pavement Patching by Precast Concrete Pavement Slab:

Pavement patching by Precast Concrete Pavement Slab shall be performed by night time lane closures during allowable lane closure hours. Adjacent lane(s) shall be closed for safety during the patching operation.

Guardrail Construction:

Guardrail shall be removed and installed with outside lane closure along mainline and partial

lane closure along a ramp. Length of guardrail removal at a time is limited to the amount of guardrail that can be installed within the same closure period.

Holiday Periods:

Holiday periods shall be per Tollway Supplemental Specifications Article 701.12 with the following additions.

Memorial Day Weekend

12:00 Noon, Friday, May 26, 2017 through 9:00 A.M. Tuesday, May 30, 2017

Independence Day Weekend

12:00 Noon, Friday, June 30, 2017 through 9:00 A.M. Wednesday, July 5, 2017

Labor Day Weekend

12:00 Noon, Friday, September 1, 2017 through 9:00 A.M. Tuesday, September 5, 2017

METHOD OF MEASUREMENT

This work will not be measured for payment.

BASIS OF PAYMENT

This work for Traffic Control and Protection along I-294 will be paid for at the contract lump sum price for MAINTENANCE OF TRAFFIC. All traffic control devices, including but not limited to all signs, vertical panels, portable message signs, barricades, and other materials and devices necessary to perform the work, special provisions, highway standards, and as directed by the Engineer, including subsequent removal of the traffic control devices, shall be included in the cost for this item. Coordination with adjacent contracts identified and as directed by the Engineer shall be included in the cost of this item

Traffic Control and Protection on side streets for bridge repairs will be paid for separately under TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

<u>Pay Item Number</u>	<u>Designation</u>	<u>Unit of Measure</u>
JS701010	MAINTENANCE OF TRAFFIC	LSUM

LUMINAIRE, LED, HORIZONTAL MOUNT

DESCRIPTION

This work shall consist of Removing existing luminaires and furnishing and installing new luminaires, LED type, as shown on the Contract Plans, this work shall include replacing all pole wiring and fuses with new wire and fuses, and handholes as required, as per Illinois Tollway Supplemental Specifications sections listed below.

Sections

- 801 Electrical Requirements
- 806 Grounding
- 821 Roadway Luminaires
- 630 Light Poles
- 842 Removal of Lighting Units
- 1066 Wire and cable
- 1067 Luminaires

GENERAL

Luminaires are to be installed in accordance with Articles 821.03 and 821.04 of the Standard Specifications and Section 621 of the Illinois Tollway Supplemental Specifications, except as herein modified.

Add the following to 821.04 of the Illinois Tollway Supplemental Specifications:

In addition to the new LED fixture with Surge Protection Device (SPD), a second SPD shall be installed in the pole base.

Existing luminaire shall be removed, including all pole wiring and fuses from the luminaire to the pole base connectors. All new wiring and splices shall be incidental to the pay item.

Pole handhole, coverplate, if missing, damaged, or not matching the pole type, shall be replaced in kind with new coverplate, and properly sealed to prevent moisture entry. Missing handhole screws shall be replaced. Handhole coverplate replacement is incidental to pay item. An estimated 250 handhole covers will be needed. Any extra handhole covers will be delivered to Illinois Tollway M-1 Maintenance. Removed luminaires, as well as associated wiring and hardware removed, become property of the contractor and shall be disposed of according to Article 202.03 of the Standard Specifications.

METHOD OF MEASUREMENTS

This work will be measured in units of each complete.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per each for LUMINAIRE, LED, HORIZONTAL MOUNT.

Pay Item Number	Designation	Unit of Measure
JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH

ALLOWANCE FOR UNFORESEEN DRAINAGE WORK

DESCRIPTION

This Special Provision establishes a budgetary allowance for unforeseen drainage work that may be required to be performed by the Contractor, the scope of which cannot be determined at the time of submittal of the Proposal.

The work to be completed under this item will be as directed by the Engineer. This item will provide a line item against which payment will be made since the scope cannot be determined at the time of submittal of the Proposal.

Payment will only be made for that work completed which is directed by the Engineer in writing.

METHOD OF MEASUREMENT

This work will not be measured for payment.

BASIS OF PAYMENT

Payment for this work will be made as specified in 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
JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT

SLAB JACKING, SPECIAL (Illinois Tollway)

Effective: January 9, 2007

Revised: April 1, 2016

Description. This work shall consist of restoring elevation and cross-slope of bridge approach transition pavements, bridge approach pavements, and/or isolated jointed plain concrete pavement slabs. This work shall include drilling of injection holes, placing of the materials, testing and surveying to control the lift of the pavement, cleanup, and other related work. Locations to be restored shall be as shown on the plans or as designated by the Engineer.

Materials. Materials shall be according to the following Section of the Standard Specifications.

Item	Section
(a) High-Density Foam (Note 1)	
(b) Nonshrink Grout (Note 2)	Section 1024

Note 1. The high-density foam used for restoring the concrete slabs shall be high-density expanding polyurethane foam having a water insoluble diluent and shall be according to the following.

Density (ASTM D 1622), lb/ cu ft.....	6.0 min.
Tensile Strength (ASTM D 1623 Type C), psi.....	90 min.
Compressive Strength at yield point (ASTM D 1621), psi.....	90 min.

The manufacturer shall provide documentation that the lot(s) of foam meet the specified properties. Manufacturer's certification shall list lot number(s) and documentation of compliance with the specification.

Note 2. The nonshrink grout shall only be used for filling the injection holes after the elevation and cross-slope of the slab have been restored.

Equipment. A list of equipment shall be submitted to the Engineer for review. A list of the minimum required equipment is given below. This list is not all inclusive and does not preclude the use of additional equipment approved for use by the Engineer.

- (a) **Pneumatic Drill.** The pneumatic drill shall be capable of drilling ½-inch diameter holes through the slab.
- (b) **Pumping Unit.** The pumping unit shall be truck mounted, capable of mixing and injecting the foam between the concrete and slab subbase, and capable of controlling the rate of rise of the pavement. The pumping unit shall have a certified flow meter that measures the amount of foam injected and a digital display in pounds (kilograms). Calibration of the Contractor's equipment will be required daily before any work begins. The contractor shall eject a minimum of 10 lbs of foam to be weighed by the Engineer. The Engineer will calculate the factor for the specific pump and its display to determine the weight in pounds of foam used.

- (c) **Leveling Unit.** The leveling unit shall be capable of measuring elevation to ensure that the slabs are raised to an even plane and to the required elevation, or the approval of the Engineer. The unit shall have an accuracy of 1/32-inch.

CONSTRUCTION REQUIREMENTS

General. The construction methods outlined below may, for sufficient justifications, be modified by the Engineer as field conditions dictate. The Contractor shall maintain all pavement surfaces adjacent to the actual operation in progress. The pavement, including adjacent shoulders, shall be cleaned prior to the placement of traffic on the work area.

Field Surveying and Profile Grade Determination. The Contractor shall perform adequate surveys of the areas proposed to be raised to determine the existing profile grade line elevations. The Contractor shall use this data to develop and present to the Engineer a proposed profile grade line. The profile grade line shall be approved prior to beginning any work on an area designated for regrading. The approved profile grade line shall then be used to guide the leveling of each area proposed for regrading.

Drilling Holes. A series of 5/8-in. diameter or other approved diameter holes shall be drilled in the concrete slab throughout the area to be repaired at evenly spaced intervals, 4-ft maximum. Holes drilled nearest the edge of the slab, the joints, or a major crack, shall be a minimum of 6 in. from the feature. Any other holes shall have a tolerance of 6 in. from the proposed location. Holes shall be drilled to depth sufficient to penetrate the concrete pavement, sleeper slab/stabilized subbase, and subgrade. Holes drilled in the sleeper slab zone (4 feet either side of the bridge approach pavement joint) shall be a maximum of 37 inches from the pavement surface. Holes drilled in the bridge approach transition pavement shall be a maximum of 26 inches from the pavement surface.

The pneumatic drill shall be rotated to avoid cracking the pavement and to provide satisfactory holes of the proper diameter for effective operations. When drilling holes, the drill shall be held as nearly perpendicular as possible to the pavement surface. Irregular or unsatisfactory holes, which cannot be satisfactorily used, shall be filled and sealed with nonshrink grout and new holes shall be drilled. The Contractor shall exercise sufficient precautions during all operations to insure that slabs are not broken or cracked. Any slab that develops a crack that extends through the drill hole will be considered to have been damaged during the process of the work and it shall be repaired or replaced. Repair or replacement shall be in accordance with techniques approved by the Engineer. No more holes shall be drilled during a day's operations than can be filled during the same day.

Injecting High-Density Foam. The foam shall not be placed when the pavement surface temperature is below 35 °F or if the subgrade and/or base course material is frozen. When injecting the foam, the pavement shall be raised to the profile elevations with the proper cross-slope. The Contractor shall be responsible for any excessive or uneven pavement moving, and shall replace or repair any damaged areas. When the injection nozzle is removed from the hole, excess foam at joints and cracks and a minimum depth of 6 inches in the injection holes shall be removed from the area. The injection holes shall be sealed with nonshrink grout.

Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the Contractor during initial injection to determine if sufficient material has been injected to the cause pavement movement a minimum of 1/32 in. After the initial movement has been recorded, the Contractor may proceed to raise the pavement to the desired grade and cross slope.

Bridge approach slabs that have sleeper support slabs shall have all drill holes fully sleeved by tubes into the subgrade soils to prevent any injection of material between the slabs. The tubes shall extend a maximum of 37 inches below the pavement surface. The zone requiring tubes shall be a maximum of 4 feet beyond the bridge approach pavement joint.

Opening to Traffic. The road may be opened to traffic after a minimum 30 minute cure period from the time of completing the last injection hole.

Surface Tests. Once the work is complete, the pavement surface will be tested for smoothness and any necessary corrections shall be made according to Article 407.09(a) of the Standard Specifications.

Method of Measurement. This work will be measured for payment in pounds of high-density foam used as determined by the adjusted amount from the flow meter. Foam lost through cracks, edges of pavement, and injection holes will not be deducted; however, the Contractor shall keep this loss to a minimum.

Basis of Payment. This work will be paid at the Contract unit price per pound, for SLAB JACKING, SPECIAL,.

Pay Item Number	Designation	Unit of Measure
JT420060	SLAB JACKING, SPECIAL	POUND

Patches using Illinois Tollway Class CA concrete shall be cured by the Polyethylene Sheeting or Membrane Curing Method according to Article 1020.13 (a)(2) or Article 1020.13 (a)(4), respectively, of the Standard Specifications. The Polyethylene Sheeting method shall be used when the air temperature is less than 55 °F. Membrane Curing will not be permitted where a protective coat, concrete sealer, waterproofing, or hot-mix asphalt surfacing is to be applied. The curing period for repairs using the Illinois Tollway Class CA concrete shall be from the time of final setting of the mix until the patch is exposed to traffic no less than 6 hours after placement of the mix. Insulation shall not be used regardless of the air temperature. A 72-hour minimum drying period shall be required before placing waterproofing or hot-mix asphalt surfacing.

(d) Opening to Traffic.

No traffic will be permitted on a patch of Fast Setting or Illinois Tollway Class CA Concrete until after the minimum curing period of 6 hours, and the concrete has obtained a minimum compressive strength of 4,000 psi. In this instance, the strength specimens shall be cured with the patch.

METHOD OF MEASUREMENT

The work for the deck and approach slab repairs will be measured for payment in square yards.

BASIS OF PAYMENT

The work for Deck and approach slab repairs under this item will be paid for at the contract unit price per square yard for the item specified.

Partial depth deck areas removed below the top reinforcement and replaced with Fast Setting Concrete or Illinois Tollway Class CA Concrete will be paid for at the contract unit price per square yard for FAST DECK SLAB REPAIR (PARTIAL) – (SPECIAL). Areas requiring removal below the bottom reinforcement shall be removed and replaced full depth with Fast Setting Concrete and will be paid for at the contract unit price per square yard for FAST DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or FAST DECK SLAB REPAIR (FULL DEPTH, TYPE II).

Partial depth approach slab areas removed below the top reinforcement and replaced with Fast Setting Concrete or Illinois Tollway Class CA Concrete will be paid for at the contract unit price per square yard for FAST APPROACH SLAB REPAIR (PARTIAL) – (SPECIAL). Areas requiring removal below the bottom reinforcement shall be removed and replaced full depth with Fast Setting Concrete or Illinois Tollway Class CA Concrete and will be paid for at the contract unit price per square yard for FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE I) and/or FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04 of the Illinois Tollway Supplemental Specifications.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Pay Item Number	Designation	Unit of Measure
JT503400	FAST DECK SLAB REPAIR (PARTIAL) – (SPECIAL)	SQ YD
JT503430	FAST APPROACH SLAB REPAIR (PARTIAL) – (SPECIAL)	SQ YD
JT530440	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD
JT503450	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD

- The load center shall have a front cover and inner dead-front cover. The front cover shall be hinged at the top.
 - Circuit breakers shall be of the amperage and number of poles as noted in the contract plans. The breakers shall be thermo-magnetic, UL listed as suitable for use as service equipment, clearly marked with "ON" and "OFF" positions, and identified with the load they are carrying.
 - The VWIM cabinet shall be equipped with a thermalmagnetic main circuit breaker of the bolt-on type. The main circuit breaker minimum interrupting rating shall be 25,000 amps symmetrical at 480 VAC.
 - The VWIM cabinet shall also come furnished with a general purpose single phase step-down transformer of the voltage and KVA rating as identified on the contract plans. The transformer enclosure shall be NEMA 3R type, mounted inside the VWIM Cabinet.
 - The cabinet shall contain one (1) GFI and three (3) duplex outlets that are readily accessible.
 - A surge protection device (SPD) shall be installed adjacent to the roadside cabinet load center to provide transient voltage protection. The SPD shall be UL listed with a response time less than 1 ns, meets or exceeds ANSI/IEEE standard C62.41, rated for 120/240V, capable of MCOV clamping voltage of 150 VRMS, and a power dissipation of 50kA 8 x 20 μ s. The SPD shall also have a voltage protection rating of 600V, be rated for -40°F to 140°F, and include a LED diagnostic indicator.
 - Roadside cabinet electronics shall include lightning protection devices, such as MOVs and opto-electric isolation modules.
- Uninterruptible Power Supply (UPS) Unit. The roadside cabinet shall include an outdoor-rated UPS unit adequately sized for providing filtered and conditioned power to the connected load of all electronic equipment and devices, as well as providing backup power to all cabinet equipment and devices for a 30-minute runtime. Load calculations for the connected equipment and devices shall include, but not limited to, site processor, charge amplifier/interface module, loop detector amplifiers, potential future dome camera system, and an image processor (400 watts). The UPS unit shall include a SNMP webcard connected to the network switch within the cabinet to provide alerts to the Illinois Tollway's Operations Center (TOC) when activated, and shall support remote recycling.

Virtual Weigh-in-Motion Station Interface. The virtual weigh-in-motion interface device shall be capable of providing a web-browser user interface for remote accessibility of real-time data including, but not limited to, camera images, user settings, vehicle record date, and. This work shall also include providing WIM data to the Illinois Tollway's TIMS system per the TIMS Weigh in Motion External Interface Document (available on the Illinois Tollway on-line plan room)

- The web interface shall provide a means for entry, storage, and printing of static weights of vehicles
- The system shall store both WIM gross weight and manually entered static weights and use this data to autocalibrate the WIM settings as follows;
 - Shall calibrate the WIM settings based on speed ranges
 - Shall calibrate the WIM settings based on vehicle classification
 - Shall have the capability to update 10 different dynamic calibration factors based on speed and 13 based on classifications

- The Contractor shall install the VWIM system and related equipment at locations approved by the Engineer
- The Contractor shall install conduits and cables of the sizes and types as shown on the contract plans and approved by the Engineer.
- For Piezo Quartz sensor installation, each designated lane of traffic shall have round inductive loops and two (2) Piezo Quartz sensor rows installed. The two (2) row installation shall provide the raw data used by a site processor to calculate vehicle speed, weight, and classification based on particular user defined parameters. A high speed analog-to-digital converter shall be installed in the roadside cabinet to convert the voltage output of the charge amplifier (or equivalent hardware interface device) to a digital I/O signal for direct input to the site processor. Alternatively, this function shall be performed by a hardware interface module that interconnects the site processor to the quartz sensors.
- Inductive loop detector shall be installed in accordance with the manufacturer's recommendation.
- For existing pavement, wire detector loops shall be furnished and installed in accordance with the manufacturer's recommendations. The Contractor shall notify the Engineer in writing via WBPM for approval of the proposed loop locations a minimum of seven (7) days prior to planned saw-cutting of existing pavement.
- For new pavement construction, preformed detector loops shall be installed in accordance with the manufacturer's recommendations. The Contractor shall notify the Engineer in writing via WBPM for approval of the proposed loop locations a minimum of seven (7) days prior to the pouring of Portland cement concrete surface.
- Handholes shall be placed next to the shoulder when preformed detector loops enter the handhole. Non-metallic coilable duct shall be used to protect the preformed lead-ins from back of paved shoulder to the handhole.
- The detector loop cable insulation shall be labeled with the cable specifications. Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag secured to each wire with nylon ties.
- A complete grounding system shall be installed in accordance with the Illinois Tollway special provision "ITS ELEMENT SITE GROUNDING".
- The Contractor shall label all VWIM components in accordance with the Illinois Tollway's ITS Labeling Guide.

Calibration

The Contractor shall submit a calibration plan to the Engineer for approval (via WBPM) at least two (2) weeks prior to anticipated calibration work. The plan must include estimated weights of vehicles to be used and a minimum number of passes over the field sensors. Two (2) FHWA class 9 trucks traveling at a full range of speeds shall be used to calibrate the VWIM System. The contractor is responsible for providing all labor, equipment, and vehicles necessary for VWIM calibration.

The Contractor shall calibrate the Piezo Quartz sensors in accordance with the approved calibration plan. The site processor shall be configured with the calibration parameters providing the highest performance of accurately measuring vehicle weight.

Contract RR-16-4273
Addendum No. 2

J-349R

December 28, 2016

VIRTUAL WEIGH-IN-MOTION SYSTEM SUBMITTAL CHECKLIST

PAY/ITEM # JTB00010
Contract #
e-Builder Submittal Package #:
e-Builder Submittal Date:
Reviewed By (CM Staff Name):
Review Date:

SUBMITTAL STATUS
APPROVED
APPROVED AS NOTED
REJECTED

LOCATION OF REFERENCE	DETAIL SHEET ITEM	ITEM DESCRIPTION	APPROVED MANUFACTURER	APPROVED MODEL No.	SUBMITTED AS SPECIFIED?	MODEL No.	NOTES
SPEC. PROV.		WEIGH-IN-MOTION PC CAMERA	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION CAMERA W/VIDEO	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION PROCESSOR	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION LOAD CENTER	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION UNINTERRUPTIBLE POWER SUPPLY	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION STATION INTERFACE	PER WIM MANUFACTURER				
SPEC. PROV.		PIEZO QUARTZ SENSOR SCALE	PER WIM MANUFACTURER				
SPEC. PROV.		WEIGH-IN-MOTION VIOLATION MONITOR	PER WIM MANUFACTURER				
SPEC. PROV.		LOOP DETECTOR AMPLIFIER	PER WIM MANUFACTURER				
SPEC. PROV.		IP ADDRESSABLE RELAY 8-CHANNEL	DIGITAL LOGGERS	DN3			
SPEC. PROV.		PERFORMED LOOP DETECTORS					
SPEC. PROV.		CISCO 15300-8TC-E SWITCH	CISCO	15-3000-8TC-E			
SPEC. PROV.		PWR-IE3000-AC=POWER SUPPLY	CISCO	PWR-IE3000-AC=			
SPEC. PROV.		8MP SFP WITH LC CONNECTORS	CISCO	GLC-LX-SM-RS0=			
SPEC. PROV.		CISCO CATALYST 2931S-12S SWITCH	CISCO				
SPEC. PROV.		SINGLE MODE LC TO SC PO PATCH CABLES-6FT					
SPEC. PROV.		AC/DC CONVERTER		PWR-2935-AC			
SPEC. PROV.		TERMINAL BLOCKS	ALLEN BRADLEY	1432-C08			
SPEC. PROV.		GROUNDING BAR SYSTEM (GROUND & NEUTRAL)	HOFFMAN	FG82K			
		(1) GPO RECEPTACLE	RUBELL	GRS362			
		(1) STANDARD RECEPTACLE	RUBELL	RB20ME			
SPEC. PROV.		CONDUIT FITTINGS	AMERICAN FITTINGS, ACE EDIN M LARK				
SPEC. PROV.		PVC CONDUIT (SCHEDULE 40 & 80)	NATIONAL PIPE CARLON (LANSON & SESSIONS)				
SPEC. PROV.		PVC COATED GRS CONDUIT (PER SECTION 1068) MIN 1"	THOMAS & BETTS, HOBROY INDUSTRIES				
SPEC. PROV.		CONNECTORS - MALLEABLE IRON OR STEEL SQUEEZE TYPE WITH ANNULAR GRIPPING RBS & INSULATED THROAT					

CAMERA POLE, GALVANIZED STEEL

Description. This work shall consist of furnishing and installing a pole for mounting a camera assembly. The work and material shall be in accordance to the Illinois Tollway Supplemental Specifications section 830.

Materials. The metal foundation shall comply with Article 1070.01 of the IDOT Standard Specifications for Road and Bridge Construction for light pole foundation, metal as modified by Section 1070 of the Illinois Tollway Supplemental Specifications.

Method of Measurement. This work will be measure for as each.

Basis of Payment. This work will be paid for at the contract unit price per each for CAMERA POLE, GALVANIZED STEEL of the size and mounting type indicated on the plans, which shall include all work as described herein.

Pay Item Number	Designation	Unit of Measure
JT900045	GROUND MOUNTED CAMERA POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH
JT900047	WALL MOUNTED CAMERA POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH

CURED-IN-PLACE LINER

DESCRIPTION

This work consists of furnishing and installing cured-in-place pipe liner (CIPPL) into the existing host pipes of the specified diameter at the locations shown on the plans or as directed by the Engineer. Sewer televising reports of the pipes are available in the Illinois Tollway on-line plan room.

This work shall include cleaning and video inspecting the existing host pipe prior to ordering and installing the liner, and restoring the disturbed areas.

Prior to ordering pipe liner, clean and then inspect the existing host pipe designated for lining. Draw attention to all recognizable defects and imperfections. Accurately note all pertinent details regarding access location along the length of the pipe. Verify the specified pipe liner, in ambiguous cases, will fit by passing a test mandrel with an external diameter the same or larger than the proposed liner through the full length of the existing host pipe. Inform the Engineer of any existing pipe culvert sections that have collapsed or are otherwise impassable. Include documentation showing that the liner system meets AASHTO LRFD structural requirements for the specified fill height and a fully deteriorated host pipe condition.

Pipe liner shall be installed according to manufacturer's installation recommendations and must meet minimum requirements for installation of the pipe liner using any inversion process in compliance with ASTM F 1216 or a pulled-in-place installation in compliance with ASTM F 1743.

When inserting liner minimize to the extent practical the disturbance of vegetation and any temporary excavations. Perform all work within the limits of ROW. Complete insertion of pipe liner, backfill, and compact any disturbed channel areas before moving to next pipe liner location. Minimize the amount of time insertion excavation area is open and exposed. Sections of the inlet and outlet, ends of existing host pipe culvert, fence, and other items not otherwise specified for removal in the plan may be removed to provide room for construction of an insertion area. Replace and install new items of the same size, shape, and materials as those that have been removed.

Clean existing host pipe of all sediment and debris just prior to pipe liner insertion. Use a cleaning method and tools that will not cause damage to the host pipe. Pipe damage caused by negligence of the contractor shall be fixed at no additional costs to the Illinois Tollway. Control all sediment from cleaning to prevent it from being transported into streams and wetlands. The Engineer may require pulling a test head through the pipe to determine the sufficiency of the cleaning effort. Provide adequate flow control when necessary to complete the installation process. Possible methods include but are not limited to dewatering and temporary detours. The existing host pipe may have holes where undermining of the backfill material has occurred due to piping, water exfiltration or infiltration. Fill any void space in the soil envelope around the existing host pipe with polyurethane foam or low-density cementitious grout. Any failure of the liner system due to inadequately cleaned host pipe will be repaired by the contractor at no additional cost to the Illinois Tollway.

Cut pipe liner neatly and smoothly at each end of the host pipe to prevent snagging and collection of debris. The finished pipe liner is to be continuous over the entire length of an insertion run as shown on the plans and be as free as commercially practical from visual defects such as foreign

inclusions, dry spots, air bubbles, pinholes, dimples and delamination. The pipe liner is to be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe. All lateral and inlet connections shall be restored.

Restore excavated or disturbed area due to insertion pit excavation or other disturbance to immediate area. Backfill and compact excavation material to match the shape of the surrounding surface. Topsoil and seed disturbed area. Use original soils and native plants in wetland areas.

CIPPL shall meet the following criteria:

- Ovality: 2% percent, RCP pipe and 5% for CMP pipe
- Depth to invert of pipe: 15'
- Soil density (120 lbs/cu.ft)
- Live loads: Highway loading

METHOD OF MEASUREMENT

CURED-IN-PLACE PIPE LINER will be measured by linear foot of the diameter specified measured along centerline of the pipe lined.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for CURED-IN-PLACE PIPE LINER of the size specified.

Pay Item Number	Designation	Units of Measure
JT900412	CURED-IN-PLACE PIPE LINER 12" DIAMETER	FOOT
JT900415	CURED-IN-PLACE PIPE LINER 15" DIAMETER	FOOT
JT900418	CURED-IN-PLACE PIPE LINER 18" DIAMETER	FOOT
JT900424	CURED-IN-PLACE PIPE LINER 24" DIAMETER	FOOT
JT900430	CURED-IN-PLACE PIPE LINER 30" DIAMETER	FOOT
JT900436	CURED-IN-PLACE PIPE LINER 36" DIAMETER	FOOT
JT900460	CURED-IN-PLACE PIPE LINER 60" DIAMETER	FOOT

Traffic Control and Protection (Special)
Keeping the Expressway Open to Traffic
Keeping Arterial Roadways Open to Traffic
Public Convenience and Safety

KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC

Effective: January 22, 2003

Revised: January 1, 2007

The Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, and the State Standards.

Daily arterial lane closures shall be in accordance with the Standard Specifications, Highway Standards and the direction of the Engineer. The Contractor shall request and gain approval from the Illinois Department of Transportation's Arterial Traffic Control Supervisor at (847-705-4470) seventy-two (72) hours in advance of all long term (24 hrs. or longer) lane closures.

Arterial lane closures will only be permitted during the off-peak traffic volume hours. Peak traffic volume hours are defined as weekdays (Monday through Friday) from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM.

Full closure of any arterial lanes will only be permitted for a maximum period of 15 minutes during the off-peak traffic volume hours. During full roadway closures, the Contractor will be required to reduce the roadway to only one open traffic lane in the affected direction of travel using the appropriate State Standard. Police forces shall be notified and requested to close the remaining lane to facilitate the necessary work activities. The Contractor shall notify the District One Arterial Traffic Control Supervisor at (847) 705-4470 seventy-two (72) hours in advance of the proposed road closure.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at locations approved by the Engineer.

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
CONTRACT RR-16-4273
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: December 8, 2016

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 AM local time, January 10, 2017.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The Bid opening date has been revised. Sealed proposal for the above numbered Contract will be received by the Illinois Toll Highway Authority at its offices, at 2700 Ogden Avenue, Downers Grove 60515, until 10:30 a.m. local time, January 10, 2017, at which time the Bids will be opened and the bids read aloud. Replace page A-1 with attached page A-1R. Replace page P-1 with attached P-1R.
2. The minutes and sign-in sheet from the optional pre-bid meeting held on November 29, 2016 are included in this Addendum.
3. The responses to requests for information (RFIs) received are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO ADVERTISEMENT FOR SEALED BID

Change # 1

Contract Requirements, Volume I, Advertisement, replace page A-1 with page A-1R (attached)

This change contains the following revision:

- 1.1 Revised bid opening date from December 22, 2016 to January 10, 2017.
- 1.2 Revised the date of the last day for receiving question pertaining to Contract Document from December 12, 2016 to December 19, 2016.

Change # 2

Contract Requirements, Volume I, Proposal, replace page P-1 with page P-1R (attached)

This change contains the following revision:

- 2.1 Revised bid opening date from December 22, 2016 to January 10, 2017.

END OF ADDENDUM CHANGES

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT RR-16-4273

REQUEST FOR INFORMATION

Question #1:

Will the Illinois State Toll Highway Authority claim "Generator" status for any pre-existing hazardous or Non-Special Waste materials encountered on the project?

Answer #1:

If hazardous materials are encountered the Tollway will request generator numbers from the IEPA and be listed as the generator.

Question #2:

Bid items JT485102, JT485104, & JT485106 for Jointed Precast Concrete Pavement Slabs are shown on "Pavement Repair Schedule" drawings 18 & 19 of 370. However, items JT485110 & JT485112 Custom CRC Precast Concrete Pavement Slabs is missing from the detailed repair schedules. Will ISTHA provide the quantity repair schedule for these 2 bid items??

Answer #2:

No pavement repair schedule is provided for items JT485110 Custom CRC Isolated Precast Concrete Pavement Slabs and JT485112 Custom CRC Consecutive Precast Concrete Pavement Slabs because this work is required at one location and is detailed on drawing Sheet DET-2.

Question #3:

There is a bid quantity of 1,388 SF of JT485112, "Custom CRC Consecutive Precast Concrete Pavement Slabs", but I can't find it used anywhere on the drawings. Can you point out where that item is used?

Answer #3:

Pay item JT485110 Custom CRC Isolated Precast Concrete Pavement Slabs is shown on drawing Sheet DET-2, however, the Contractor has option to use pay item JT485110 Custom CRC Isolated Precast Concrete Pavement Slabs or pay item JT485112 Custom CRC Consecutive Precast Concrete Pavement Slabs for the pavement repairs.

The quantity of 2,097 sq. ft. for JT485110 as shown in the Schedule of Prices includes quantity of 1,388 sq. ft. for JT485112. The quantity for JT485110 will revised to 709 sq. ft.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS
CONTRACT NO: RR-16-4273

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

An optional pre-bid meeting is scheduled for November 29, 2016 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 219 at 10:00AM.

The work to be done under this Contract shall be started on or about March 24, 2017. All work under this Contract shall be completed by December 15, 2017.

The work under this Contract shall consist of: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The work under this Contract is to be performed on: the Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHFX, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2016 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHFX, Inc. The 2016 Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHFX, Inc. 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 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 Larry Hatton, email lhatten@getipass.com to be received no later than 2:00 p.m. local time on December 19, 2016.

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 and to waive technicalities.

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

DATE: November 17, 2016

Contract No. RR-16-4273
Addendum No 1

A-1R

December 8, 2016

(Rev. 08/10/16)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-16-4273

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, January 10, 2016 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The services will be performed within the: Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

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

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

Addendum No. _____ Date _____

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



Capital Program

MEETING MINUTES

MEETING PURPOSE: Optional Pre-Bid Meeting
Pavement and Bridge Repairs and Preservation,
I-294 Milepost 0.0 to Milepost 8.25

MEETING DATE/TIME: 11/29/2016 10:00 A.M.

CHAIRPERSON: Larry Hatton

LOCATION: Conference Room 219 - Engineering,
Tollway - 2700 Ogden Ave, Downers Grove, IL

Project#: RR-16-4273

TO: Distribution and All Attendees

ATTENDEES: See Sign-In -Sheet

PREPARED BY: Raspal Bajwa

ISSUE DATE: 12/8/2016

Item No.	Item Description	Responsibility	Due Date
1.0	Introductions		
1.1	Larry Hatton provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract RR-16-4273.	N/A	N/A
2.0	Project Overview		
2.1	Larry Hatton stated that the improvements to be constructed under this contract shall be performed along the Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.	N/A	N/A
2.2	Meeting attendees were directed to S.P. 101 for a description of the scope of work including: <ul style="list-style-type: none">• Pavement patching and rehabilitation• Pavement Markings• Drainage improvements• Guardrail upgrades• LED retrofit and light pole relocation• Maintenance of Traffic• Repair of seven bridges and three retaining walls	N/A	N/A
4.0	Key Dates		
4.1	Larry Hatton stated the following contract key dates: <ul style="list-style-type: none">• Bid Opening Date - January 5, 2017; <i>subsequent to</i>	N/A	N/A



Capital Program

MEETING MINUTES

Item No.	Item Description	Responsibility	Due Date
	<p><i>this meeting revised to January 10, 2017</i></p> <ul style="list-style-type: none"> • Questions pertaining to the intent of the Contract Documents may be sent by 2:00 p.m. local time on December 19, 2016 • Work Commencement- March 23, 2017 (Anticipated) • Substantial Completion - October 20, 2017 • Contract Completion- December 15, 2017 		
5.0	Diversity		
5.1	Deanna Dinkel informed that the Contract RR-16-4373 has 24.0% DBE goal, 2.0% Vet goal and \$250,000 Earned Credit Program (ECP) Cap. Information pertaining to DBE, Vet and ECP is provided in Volume I of Contract Documents.	N/A	N/A
6.0	Work Restrictions		
6.1	<p>Meeting attendees were directed to S.P. 104.1 for work restrictions:</p> <ul style="list-style-type: none"> • Pavement repairs at the existing weigh-in-motion station location and construction of the new weigh-in-motion shall not begin before 11:59 p.m. on September 6, 2017. 		
7.0	Addendum		
7.1	Larry Hatton informed that meeting minutes from today's Pre-Bid Meeting will be issued as Addendum No. 1. The addendum will also include revised A-1 page and P-1 page for change in the bid opening date from December 22, 2016 to January 10, 2017.	N/A	N/A
8.0	Upcoming Advertisement - Contract RR-16-4279		
8.1	<p>Contract RR-16-4279 will be performed along the Tri-State Tollway (I-294) between Mile Post 8.25 and Mile Post 17.60 in Cook County, Illinois.</p> <p>The work under this contract includes:</p> <ul style="list-style-type: none"> • Pavement patching and rehabilitation • Shoulder repairs and microsurfacing • Pavement Markings • Guardrail upgrades • LED retrofit and light pole relocation • Maintenance of Traffic • Repair of 33 bridges and one retaining wall 		
8.2	<p>Contract RR-16-4279 will be advertisement on 12/6/2016. Pre-Bid Meeting will be on 12/13/2016 and Bid Opening on 1/10/2017; <i>subsequent to this meeting the dates are revised as:</i></p> <p>Advertisement: 12/13/2016 Pre-Bid Meeting: 12/20/2016</p>		



Capital Program

MEETING MINUTES

Item No.	Item Description	Responsibility	Due Date
	Bid Opening: 01/24/2017		
9.0	Pre-Bid Questions		
	No questions regarding the work were offered.	N/A	N/A
	Comment #1: A comment from an attendee stated that because of the nature of the work of this contract it will be difficult to achieve the 24% DBE goal and 2% Vet goal.		
	Comment #2: A comment from a towing recovering company representative requested that they be kept in the communications loop during construction in order to best plan their recoveries during the MOT/lane closure work of this contract.		

Please notify the author of the minutes of any corrections and/or clarifications within five (5) business days.

cc: Attendees



Capital Program

MEETING MINUTES



Capital Program

SIGN-IN SHEET

PROJECT Number/Name: RR-16-4273
 Pavement and Bridge Repairs and Preservation, I-294
 Milepost 0.0 to Milepost 8.25

MEETING PURPOSE: Pre-Bid Meeting
 MEETING Date/Time: 11/29/2016 10:00 A.M.

CHAIRPERSON: Larry Hatton

LOCATION: Tollway - 2700 Ogden Avenue, Downers Grove, IL
 Conference Room 219 - Engineering

Invited Attendees:

Name	Title	Organization	Phone Number	Email Address
Jim Mayer	DPMIT	Illinois Tollway	630-241-6800	jmayer@getipass.com
Bridget Malinowski	DPM	AECOM Transportation	630-241-6800	bmalinowski@getipass.com
Larry Hatton	PM	AECOM Transportation	630-241-6800 x3973	lhatton@getipass.com
Jason Martin	JRM	AECOM/SE3 Transportation	630-241-6800	jmartin@getipass.com
Ron Quinsey		Illinois State Toll Highway Authority	630-241-6800	rquinsey@getipass.com
Kristen Hamilton	Diversity	AECOM/TW Diversity	630-241-6800	khamilton@getipass.com khamilton@getipass.com
John Farsatis		AECOM Transportation	630-241-6800	jfarsatis@getipass.com
Raspaal Bajwa	Infra	Infrastructure Engineering	312-960-1243	rbajwa@infrastructure-eng.com

Additional Attendees:

Name	Title	Organization	Phone Number	Email Address
Don Garcia	Materials	ARA	317-621-3300	dgarcia2@getipass.com
Steve Calle	"	Tollway	630-394-7197	scalle@getipass.com
TRACY BOND	GFC	AECOM	3829	tbond@getipass.com
GRACE BAIKES	TRAFFIC	Tollway	3822	gbaike@getipass.com
Anthony Piana	Estimator	FH Pughen	773-444-1631	apiana@fh-pughen.com
John Grimm	EST	Dunnery	630-535-1200	jgrimm@dunnery.com
Pete Ellemann	EST	Herlihy	630-633-2764	pete@hmclo.net
Andy Leiner	VP	Herlihy	817-298-0360	aleiner@herlihy.com
SHAMIR AMON	EST	JVLAN	630-568-6646	shamir@jvlan.com

RR-16-4273

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS
CONTRACT NO: RR-16-4273

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, January 13, 2017, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for November 29, 2016 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 219 at 10:00AM.

The work to be done under this Contract shall be started on or about March 24, 2017. All work under this Contract shall be completed by December 15, 2017.

The work under this Contract shall consist of: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The work under this Contract is to be performed on: the Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHFx, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2016 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHFx, Inc. The 2016 Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHFx, Inc. 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 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 Larry Hatton, email lhatton@gefipass.com to be received no later than 2:00 p.m. local time on December 19, 2016.

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 and to waive technicalities.

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

DATE: November 17, 2016

Contract No. RR-16-4273
Addendum No 3

A-1RR

January 9, 2017

(Rev. 08/10/16)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

CONTRACT NO: RR-16-4273

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, December 22, 2016, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for November 29, 2016 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 219 at 10:00AM.

The work to be done under this Contract shall be started on or about March 24, 2017. All work under this Contract shall be completed by December 15, 2017.

The work under this Contract shall consist of: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

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Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Larry Hatton, email lhatten@getipass.com to be received no later than 2:00 p.m. local time on December 12, 2016.

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 and to waive technicalities.

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

DATE: November 17, 2016

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 90 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. It is highly recommended that vendors register on the Illinois Procurement Gateway at <https://ipg.vendorreg.com>

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

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

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

Forms A Section

Complete this section if you are not using a current, approved Illinois Procurement Gateway (IPG) Registration.

<http://www.illinoistollway.com/doing-business/construction-engineering/consultant-contract-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 Illinois Procurement Gateway (IPG) Registration.

<http://www.illinoistollway.com/doing-business/construction-engineering/consultant-contract-forms>

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. 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.

II. 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. Packers, manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

III. CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor. The Contractor, sub-recipient or subcontractor 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.

IV. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 24.0% 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.

V. 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.

VI. 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.

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.

A. Submission of the Disadvantaged Business DBE Utilization Plan

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.

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 proposal 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 shall further provide the name, telephone number, email address and telefax number 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. If the bidder is a DBE Joint Venture, each Joint Venture partner must provide the attestation to the DBE Utilization Plan.

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.

The Utilization Plan must include a DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal. 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:

1. The name and address of each DBE to be used;
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.

Direct Allowance items will not be approved toward DBE participation in the DBE Utilization Plan.

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.

If the DBE is the Prime Contractor, the Mobilization pay item may be approved toward DBE participation in the DBE Utilization Plan.

3. 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;

4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and

5. 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).

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 subsection D below.

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.

B. 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:

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.

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.

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.

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.

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. 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.

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.

C. 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.

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.

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.

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.

D. 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 5:00 pm). 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 subsection E 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 or replace 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.

E. 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 D 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.

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 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.
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.
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.
4. Negotiating in good faith with interested DBEs.
 - a. 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.
 - b. 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.
5. Not rejecting DBEs 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. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

The bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the bidder by filing a request within five working days after the 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, (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 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 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.

VII. CONTRACT COMPLIANCE

A. 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 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, not include multiple contracts on one payment.

B. 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:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;

3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope or schedule;
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;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
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 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 VI.D. 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 5 working days of the Contractor's receipt of the Tollway's approval for the substitution or other change.

C. The submission of the DBE Payment Report

Form 2114, the DBE Payment Report, or such other form or format as specified by the Tollway, must be submitted as specified in the DBE Form 2114 instructions. Payment will not be accepted nor processed without a completed DBE Form 2114 as part of its submission as required.

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 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 in accordance with this Special Provision or as otherwise directed by the Tollway.

VIII. 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; liquidated 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 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 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 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 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 30 calendar days

IX. 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.

X. 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.

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE UTILIZATION PLAN, PART 1 of 2

(A) POLICY -

It is ISTHA's policy that Disadvantaged Business Enterprises (DBEs) as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the Special Provision apply to this contract.

(B) OBLIGATION -

The Contractor agrees to ensure that DBEs as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of any protected category identified by law in the award and performance of contracts.

(C) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description: Pavement & Bridge Repairs & Preservation T-H State Tollway (I-294) Mile Post 0.00 to Mile Post 8.25

Contract Number: RR-18-4273

Bid Due Date: January 13, 2017

Prime Contractor: Judlau Contracting, Inc.

Core Amount: \$11,857,981.19

(D) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as follows:

TOTAL DBE COMMITMENT: \$ 2,941,434.87

DBE PERCENT OF CORE BID AMOUNT

25.23 %

Meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE

TOTAL DBE COMMITMENT: \$

DBE PERCENT OF CORE BID AMOUNT

%

Attached are the signed Statements required by the Special Provision committing to the use of each DBE participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DBE CONTRACT GOAL WAIVER REQUEST: \$

AMOUNT RECEIVED

\$

This bidder is requesting the contract goal be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request. Also attached is DBE Form 2025 - Participation Statements for each participating DBE indicating the level of participation.

John A. Kopylov
Company Name/Date: *Operations Manager*
Signature: *[Signature]*
Title: *Operations Manager*

The "Standard" Low Bidder is required to comply with the Special Provision. Submit only one DBE Utilization Plan for each Project. The DBE Utilization Plan and Participation Statement(s) (DBE Form 2025), with original signatures, are to be submitted with the Bid. Each DBE company listed on a DBE Participation Statement must be listed in a certifying agency's database at the time of bid submission to be considered acceptable. Please provide proof of certification with the Bid. Any subsequent changes, once approved by the Diversity and Strategic Development Department, will require resubmission of both DBE Forms 2025 and 2025a.

DBE - 15



(1) POLICY -

It is ISTHA's policy that Disadvantaged Business Enterprises (DBEs) as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the Special Provision apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that DBEs as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of any protected category identified by law in the award and performance of contracts.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description Pavement & Bridge Repairs & Preservation Tri-State Tollway (I-294) Mile Post 0.00 to Mile Post 8.25

Contract Number RR-16-4273 Bid Due Date January 10, 2017

Prime Contractor Judlau Contracting, Inc. Core Amount: _____

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as follows:

TOTAL DBE COMMITMENT: \$ _____ DBE PERCENT OF CORE BID AMOUNT: 24.81 %

Meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE:

TOTAL DBE COMMITMENT: \$ _____ DBE PERCENT OF CORE BID AMOUNT: _____ %

Attached are the signed Statements required by the Special Provision committing to the use of each DBE participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____ AND PERCENTAGE _____ %

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request. Also attached is DBE Form 2025 - Participation Statements for each participating DBE indicating the level of participation.

Judlau Contracting, Inc. 01-09-2017

 Company Name/Date

 Operations Manager
 Company Representative/Title

The "as-read" Low Bidder is required to comply with the Special Provision. Submit only one DBE Utilization Plan for each Project. The DBE Utilization Plan and Participation Statement(s) (DBE Form 2025), with original signatures, are to be submitted with the Bid. Each DBE company listed on a DBE Participation Statement must be listed in a certifying agency's database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, will require resubmission of both DBE Forms 2025 and 2026.

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

**ERA Valdivia
Contractors, Inc.**

Jose G. Valdivia
11909 S. Ave. O
Chicago, IL 60617

Email: general@eravaldivia.com

Phone: (773)-721-9350

Fax: (773)-721-8027

County: Cook

Categories: Construction, Professional

NAICS	Specialty
236115-New Single-Family Housing Construction	236115- CONSTRUCTION MANAGEMENT, SINGLE FAMILY HOUSING
236210-Industrial Building Construction	SINGLE FAMILY HOUSING CONSTRUCTION
236220-Commercial and Institutional Building Construction	236210- INDUSTRIAL BUILDING CONSTRUCTION 236220- CONSTRUCTION
237110-Water and Sewer Line and Related Structures Construction	MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
237310-Highway, Street, & Bridge Construction	INSTITUTIONAL BUILDING CONSTRUCTION
562112-Hazardous Waste Collection	COMMERCIAL BUILDING CONSTRUCTION
562910-Remediation Services	237110- RENOVATION AND REPAIR OF STORAGE TANKS 237310- CONSTRUCTION MANAGEMENT CURB & GUTTER, SIDEWALKS BRIDGES - EXCEPT PAINTING 562112- CONTAINMENT AND REMOVAL OF HAZARDOUS WASTE 562910- LEAD PAINT REMOVAL LEAD PAINT ABATEMENT



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 18, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose Valdivia
ERA Valdivia Contractors, Inc.
11909 S. Ave. O
Chicago, IL 60617

Dear Mr. Valdivia:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for ERA Valdivia Contractors, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



RF-16-4273

ERA-VALDIVIA CONTRACTORS, INC
DBE DBE WBE BRAN

PRIME _____ JV PARTNER _____ SUBCONTRACTOR X TRUCKER _____ SUPPLIER _____ MANUFACTURER _____

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Item #	Description	Quantity	Unit Price	Total Price
X0322194	Polymod PORT CEMENT MOD	10	299.62	2,996.20
J1587002	Bridge Deck Concrete Sealer (special)	407,506	1.35	542,358.28
JT503040	Structural Repair of concrete less than 5	197	156.23	30,777.31
JT503041	Structural Repair of concrete greater than 5	13	237.25	3,082.25
JT503100	Fiber Wrap Repair	53	103.20	5,469.60
JT524010	Apply concrete sealant	77,656	1.24	96,293.44
JT524013	Bridge Deck Concrete Sealer	38,896	0.97	37,729.12
JT121200	Low Pressure Epoxy Injection	1874	37.55	70,368.70
TOTALS FOR THIS DBE FIRM:				

See page 2 of 2

*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 and/or Mobilization Item #05871010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections I, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereon 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.

ESTIMATOR
 Signature for Prime Contractor _____
 Date: 01/13/2017
 Contact: SHAMEK ANTON
 Phone: 630-568-6646
 Firm Name: JUDAI CONTRACTING
 Address: 1011 WARRENVILLE RD, SUITE 195 WILMINGTON IL 60452

President
 Signature for DBE Contractor _____
 Date: 1-13-17
 Contact: Jose Valdivia
 Phone: 723-221-9350
 Firm Name: Era-Valdivia Contractors
 Address: 4809 South Avenue O Chicago IL 60617



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2/2

KR-16-4273

ERA-VALDIVIA CONTRACTORS, INC
 (DBE) (WBE) (SBA) (M) (V) (H) (A)

PRIME _____ JV PARTNER _____ SUBCONTRACTOR ^ TRUCKER _____ SUPPLIER _____ MANUFACTURER _____

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

X032340	SLOPE WALL CRACK SEAL	2025	32.2%	65,367.00	
TOTALS FOR THIS DBE FIRM:				874,396.90	

*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 and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VLA.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: _____
 Title: ESTIMATOR
 Date: 1/13/2017
 Contact: SHAMEE AMEN
 Phone: 630-568-6646
 Firm Name: JUDLAW
 Address: 101 WAREWILLE ROAD, 195 LEXINGTON, IL 60539

Signature for DBE Contractor: _____
 Title: PRESIDENT
 Date: 1-13-17
 Contact: MIKE CASE
 Phone: 773-721-9330
 Firm Name: ERA-VALDIVIA CONTRACTORS
 Address: 11909 S. AVENUE O, CHICAGO, IL 60617

DBE - 16

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Midco Electric
Supply, Inc.**

Diane Quinlan
7237 W. 90th Place
Bridgeview, IL 60455-
0000

County: Cook**Email:** dquinlan@midcoelectric.com**Phone:** 708-599-7777**Fax:** 708-599-4178**Categories:** Supplier**NAICS**

423690-Other Electronic
Parts and Equipment
Merchant Wholesalers

Speciality

SALES AND DISTRIBUTION
OF INDUSTRIAL
ELECTRICAL
COMPONENTS



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

March 23, 2016

Ms. Diane Quinlan
Midco Electric Supply, Inc.
7237 W. 90th Place
Bridgeview, IL 60455

Dear Ms. Quinlan:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **March 20, 2017**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

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

Sincerely,

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



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Disadvantaged Business Enterprise (DBE) Certification

March 23, 2016
Midco Electric Supply, Inc.
7237 W. 90th Place
Bridgeview, IL 60455

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

Commodity Codes:

NAICS-423690: ELECTRONIC PARTS (E.G., CONDENSERS, CONNECTORS, SWITCHES) MERCHANT WHOLESALERS

In the following Specialties:

SALES AND DISTRIBUTION OF INDUSTRIAL ELECTRICAL COMPONENTS



CONTRACT # RR-16-4273

DBE FIRM NAME: Midco Electric Supply
CIRCLE ONE THAT APPLYS: DBE MBE WBE SBA (NA)

CHECK ALL THAT APPLY: PRIME IV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 6 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes 'See Attached' entries and a 'TOTALS FOR THIS DBE FIRM' row.

*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.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above...

Signature for Prime Contractor: [Redacted] ESTIMATOR
Date: January 13, 2017
Contact: Shamik Amin
Phone: 630 568 6646
Firm Name: Judlau Contracting, Inc.
Address: 1011 Warrenville Road, Suite 195, Lisle, IL 60532

Signature for DBE Contractor: [Redacted] President
Date: 12/16/2016
Contact: Diane Quinlan
Phone: 708-599-7777 x 4182
Firm Name: Midco Electric Supply
Address: 7237 W 90th Place, Bridgeview, IL 60455



WBE Certified
Locally and Nationally

Midco Electric Supply
7237 W. 90th Place
Bridgeviw, IL 60455
Phone: (708) 599-7777 Fax: (708) 599-4178
www.midcoelectric.com

ITEM #	DESCRIPTION	UM	BID QTY	MATL UNIT COST	TOTAL MATL COST
JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	902.00	\$ 381.06	\$ 343,716.12
JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	4.00	\$ 1,811.08	\$ 7,244.32
JS830015	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., TWO 6 FT. MAST ARMS	EACH	1.00	\$ 1,766.77	\$ 1,766.77
JT900045	GROUND MOUNTED LIGHT POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2.00	\$ 1,340.31	\$ 2,680.62
JT900047	WALL MOUNTED LIGHT POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2.00	\$ 1,118.77	\$ 2,237.54
				DBE Participation (Midco):	\$ 357,645.37
				Material @ 60%:	\$ 214,587.22

Sincerely,



Midco Electric Supply

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Print

Livewire Electrical Systems, Inc. **Email:** livewire1@att.net
Phone: 708-535-6001

LaShon Harris **Fax:** 708-535-6108
 12900 S. Throop
 Calumet Park, IL 60827

County: Cook

Categories: Airport Concessionaire, Construction

NAICS

237310 - HIGHWAY,
 STREET AND BRIDGE
 CONSTRUCTION
 237130 - POWER AND
 COMMUNICATION LINE
 AND RELATED
 STRUCTURES
 CONSTRUCTION
 238110 - POURED
 CONCRETE FOUNDATION
 AND STRUCTURE
 CONTRACTORS
 238210 - ELECTRICAL
 CONTRACTORS AND
 OTHER WIRING
 INSTALLATION
 CONTRACTORS.

Speciality

237310 - STREET,
 SIDEWALK, CURB AND
 GUTTER
 237130 - UTILITY
 ELECTRICAL
 238110 - CONCRETE
 POURING AND
 FINISHING
 238210 - ELECTRICAL
 CONTRACTING
 SERVICES.



547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

metrarail.com

RECEIVED

November 17, 2016

NOV 21 2016

LaShon Harris
Livewire Electrical Systems, Inc.
12900 S. Throop
Calumet Park, IL 60827

Dear Mr. Harris:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next *No Change Affidavit* is due **November 14, 2017**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 237310, 237130, 238110, 238210

Specialty: 237310 – Street, Sidewalk, Curb and Gutter
237130 – Utility Electrical
238110 – Concrete Pouring and Finishing
238210 – Electrical Contracting Services

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

Sincerely,

Janice R. Thomas, CPPB
Senior Division Director
Office of Diversity and Civil Rights

JRT:ms



RR-16-4273

LiveWire Electrical Inc.

DBE MBE WBE FBA NAJ

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO: John Burns Construction

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: Description, Quantity, Unit, Price, Total, DBE Goal, Amount. Row 1: Electrical Construction, See Attached, See Attached.

*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 and/or Mobilization Item \$1671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature lines for ESTIMATOR and President/Owner with dates.

Date: January 13 2017
Contact: Shamik Amin
Phone: 630 563 6646
Firm Name: Judlau Contracting, Inc.
Address: 1011 Warrenville Road Suite 195 Lisle, IL 60532

Date: 1/4/17
Contact: Shon Harris
Phone: 708-535-6001
Firm Name: Livewire Electrical Inc
Address: 12900 S Throop Calumet Park, IL

DBE - 16

LIVEWIRE ELECTRICAL SYSTEMS, INC.

16341 FRONTAGE ROAD

OAK FOREST, IL 60452

708-535-6001

CUSTOMER JOHN BURNS CONSTRUCTION COMPANY
DESCRIPTION: SCHEDULE OF PRICES
JOB # _____
SPECIFICATION # ISTHA 4273
DATE: 1/12/17

ITEM #	DESCRIPTION	UM	BID QTY	BID UNIT	BID TOTAL
JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	775.00	\$ 31.60	\$ 24,490.00
JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,540.00	\$ 38.00	\$ 58,520.00
JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	55.00	\$ 331.00	\$ 18,205.00
JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8.00	\$ 641.00	\$ 5,128.00
JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	8,845.00	\$ 1.30	\$ 11,498.50
JS821110	UNDERPASS LUMINAIRE, LED	EACH	67.00	\$ 726.00	\$ 48,642.00
JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	67.00	\$ 599.00	\$ 40,133.00
Total DBE Participation (Livewire Electrical Systems):					\$ 206,616.50

LIVEWIRE ELECTRICAL SYSTEMS, INC.

16341 FRONTAGE ROAD

OAK FOREST, IL 60452

708-535-6001

CUSTOMER: JOHN BURNS CONSTRUCTION COMPANY
DESCRIPTION: SCHEDULE OF PRICES
JOB # _____
SPECIFICATION # ISTHA 4273
DATE: 1/12/17

ITEM #	DESCRIPTION	UM	BID QTY	BID UNIT	BID TOTAL
JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	775.00	31.60	24,490.00
JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,540.00	38.00	58,520.00
JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	55.00	331.00	18,205.00
JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8.00	641.00	5,128.00
JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	8,845.00	1.30	11,498.50
JS821110	UNDERPASS LUMINAIRE, LED	EACH	67.00	726.00	48,642.00
JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	67.00	599.00	40,133.00
JT900017	VIRTUAL WEIGH-IN-MOTION SYSTEM	EACH	1.00	246,810.00	246,810.00
				Total DBE Participation (Livewire Electrical Systems):	453,426.50

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/ucpsearch/Search/Help\)](#)

[Print](#)

Marking Specialists Corporation

Alfredo Zavala
P. O. Box 745
Arlington Heights, IL 60006

Email:

bob@markingspecialists.net

Phone: (847) 253-7349

Fax: (847) 253-0096

County: Cook

Categories: Construction

NAICS

237310-Highway, Street, & Bridge
Construction

Specialty

237310- PAVEMENT MARKING:
MODIFIED URETHANE
MISC: REFLECTIVE MARKER
INSTALLATION
PAVEMENT MARKING: REMOVAL
PAVEMENT MARKING: GROOVED
RECESSED
MISC: PREFORMED PLASTIC
PAVEMENT MARKING
PAVEMENT MARKING: EPOXY
PAVEMENT MARKING:
THERMOPLASTIC HAND
PAVEMENT MARKING: POLYUREA
PAVEMENT MARKERS RAISED
PAVEMENT MARKING: PAINT



CONTRACT # RR-16-4273

DBE FIRM NAME: MARKING SPECIALISTS CORPORATION
CIRCLE ALL THAT APPLY: DBE MBE WBE SBAB(A)

CHECK ALL THAT APPLY: PRIME JV PARTNER SUBCONTRACTOR X TRUCKER SUPPLIER MANUFACTURER

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED QUOTE	1 / LS	\$349,478.25	\$349,478.25		\$349,478.25
	No. Q 24627					
				TOTALS FOR THIS DBE FIRM: \$349,478.25		\$349,478.25

*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 and/or Mobilization Item #3671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

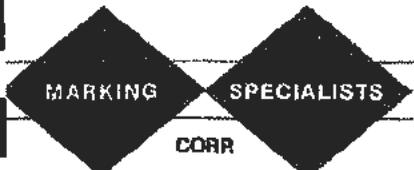
1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

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

Shamk Amin
Signature for Prime Contractor
Date: January 13, 2017
Contact: Shamk Amin
Phone: 630.568.6646
Firm Name: Judlau Contracting, Inc.
Address: 1011 Warrenville Road, Suite 195, Lisle, IL 60532

Judith M. Peszek
Signature for DBE Contractor
Date: 1.10.2017
Contact: JUDITH M. PESZEK
Phone: 617 462 6799
Firm Name: MARKING SPECIALISTS CORPORATION
Address: 212 CENTRAL ST, STE C, CANTON, IL 60013

DBE - 16



Voice: 847-462-0799
 Fax: 847-462-0929
 Email: judy@markingspecialists.net

Quote No.: Q24627
 Quote Date: 12/27/2016
 Item No.:
 Contract No.: RR-16-4273
 Bid Date: 01/10/2017
 Complete By: 12/15/2017

Marking Specialists Corporation
 214 Crystal Street, Suite C
 Cary, IL 60013

Quotation

County: COOK
 Section:
 Description: 2016 PAVEMENT AND BRIDGE REPAIRS AND PRESERVATION - TRI-STATE TOLLWAY (I-294) FROM MP 0.0 TO MP 8.25

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

Item No.	Description	UM	Quantity	Price/Unit	Total
78009004	MOD URETH PM LINE 4	FT	2,900.00	2.5000	\$7,250.00
78009008	MOD URETH PM LINE 8	FT	200.00	5.3500	\$1,070.00
78009012	MOD URETH PM LINE 12	FT	300.00	10.0000	\$3,000.00
J1781000	RAISED PAVEMENT LANE MARKER	EA	96.00	120.0000	\$11,520.00
J1781010	RAISED PVT LANE MK REFL	EA	1,205.00	17.0000	\$20,485.00
JT780300	MULTI-POLY PVMNT MRKG-LINE 4	FT	175,911.00	0.5000	\$87,955.50
JT780310	MULTI-POLY PVMNT MRKG-LINE 6	FT	21,648.00	0.7500	\$16,236.00
JT780320	MULTI-POLY PVMNT MRKG-LINE 10	FT	23,365.00	1.3000	\$30,374.50
JT780325	MULTI-POLY PVMNT MRKG-LINE 12	FT	100,015.00	1.6500	\$165,024.75
JT780JA1	GRVING FOR PM LINE 5"	LF	800.00	1.5000	\$1,200.00
JT780JC1	GRVING FOR PM LINE 7"	LF	250.00	2.2500	\$562.50
JT780JE1	GRVING FOR PM LINE 11"	LF	1,200.00	4.0000	\$4,800.00
				BidTotal:	\$349,478.25

This project has a DBE requirement of 24 %

Voice: 847-462-0799
Fax: 847-462-0929
Email: judy@markingspecialists.net

MARKING

SPECIALISTS

CORP.

Marking Specialists Corporation
214 Crystal Street, Suite C
Cary, IL 60013

Quote No.: Q24627
Quote Date: 12/27/2016
Item No.:
Contract No.: RR-16-4273
Bid Date: 01/10/2017
Complete By: 12/15/2017

Quotation

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

Judith M. Peszek, Chief Estimator
Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

Additional Notes:

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/ucpsearch/Search/Help\)](#)

[Print](#)

Work Zone Safety, Inc.

Pam Ackerman
17051 Gaylord Rd.
Crest Hill, IL 60403

Email:

pam@workzonesafetyinc.com

Phone: (815) 834-0429

Fax: (815) 834-2357

County: Will

Categories: Construction, Miscellaneous, Supplier

NAICS

237310-Highway, Street, & Bridge
Construction

532412-Construction, Mining, and
Forestry Machinery and Equipment
Rental and Leasing

561990-All Other Support Services

Speciality

237310- PAVEMENT MARKING:
REMOVAL

MISC: TRAFFIC CONTROL
EQUIPMENT RENTAL

MISC: REFLECTIVE MARKER
INSTALLATION

PAVEMENT MARKING: PAINT
SIGNING

SUPPLIER: PAVEMENT MARKING
MATERIALS

SUPPLIER: MATERIALS: TRAFFIC
CONTROL

532412- EQUIPMENT RENTAL

561990- TRAFFIC CONTROL



CONTRACT # RR-16-4273

DBE FIRM NAME: Work Zone Safety INC.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA (NA)

CHECK ALL THAT APPLY: PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 6 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes handwritten 'See Attached' and 'TOTALS FOR THIS DBE FIRM: 767,756.90'.

*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 and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature for Prime Contractor: [Redacted] ESTIMATOR Title
Signature: [Redacted] President Title

Date: January 13, 2017
Contact: Shamik Amin
Phone: 630 568 6646
Firm Name: Judlau Contracting, Inc.
Address: 1011 Warrenville Road, Suite 195, Lisle, IL 60532

Date: 1/5/17
Contact: Pam Ackerman
Phone: (815) 834-0429
Firm Name: Work Zone Safety INC
Address: 17061 Gaylord Rd. Crest Hill, IL 60403

DBE - 16

Work Zone Safety, Inc.

CERTIFIED DBE

REVISED

17051 Gaylord Road
Crest Hill, Illinois 60403

Phone: 815-834-0429
Fax: 815-834-2357

JOB PROPOSAL

BID DATE: JAN. 13, 2017
ISTHA #: RR-16-4273
LOCATION: I94 B/T 147TH ST. & I394
CITY / VILLAGE: VARIOUS

QUOTE VALID 30 CD

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
70300904	PV MK TPE TYPE IV 4"	129,151	FT	\$ 0.90	\$116,235.90
70300908	PV MK TPE TYPE IV 8"	5,000	FT	\$ 1.80	\$9,000.00
70300912	PV MK TPE TYPE IV 12"	110	FT	\$ 3.00	\$330.00
70101800	TC&P SPECIAL *	1	LS	\$ 49,900.00	\$49,900.00
J1703920	PV MK TPE TYPE III 4" BLACK	5,000	FT	\$ 1.50	\$7,500.00
J1703930	PV MK TPE TYPE III 8" BLACK	8,000	FT	\$ 3.00	\$24,000.00
JS701010	M.O.T.	1	LS	\$ 241,700.00	\$241,700.00
JT701030	SUPPLEMENTAL BARRICADE	20	EA/DAY	\$ 1.00	\$20.00
JT701031	SUPP SIGNING	1,000	SF	\$ 20.00	\$20,000.00
JT701032	SUPP FLSH ARWBD PER DAY	100	EA/DY	\$ 25.00	\$2,500.00
JT701033	SUPP FLSH ARWBD PER WEEK	10	EA/WK	\$ 150.00	\$1,500.00
JT701034	SUPP FLSH ARWBD PER MONTH	16	EA/MN	\$ 600.00	\$9,000.00
JT701035	SUPP MOT	5	DAY	\$ 500.00	\$2,500.00
JT701200	PRT CHG MESS SGN	14	CD	\$ 75.00	\$1,050.00
JT701210	PRT CHG MESS SGN	6	WK	\$ 350.00	\$2,100.00
JT701220	PRT CHG MESS SGN	3	CM	\$ 900.00	\$2,700.00
JT783005	WTRBLST PV MK REM W/ VAC REC	127,236	SF	\$ 1.75	\$222,663.00
JT783009	RAISED PAVT LANE MRKR, REFL R	443	EA	\$ 6.00	\$2,658.00
JT783060	FLEXIBLE DELINTR CURB SYS INST	1,000	FT	\$ 50.00	\$50,000.00
JT783070	REMOVE FLEXIBLE DEL CURB SYS	800	FT	\$ 3.00	\$2,400.00

*MOT includes 1 Imp Atten Truck as shown in drawings for Stage 2A & 2B and temporary closures needed for permanent striping, microsurfacing & crackseal.

*MOT does NOT include temporary lane closures for GC's work - need to be added per pricing below.

TOTAL BID \$767,756.90

THERE ARE 100	FLASHERS INCLUDED IN THE ABOVE LUMP SUMS.
THERE ARE 500	BARRELS W/SB HEADS IN THE ABOVE LUMP SUMS.
THERE ARE 2	ARROWBOARDS INCLUDED IN THE ABOVE LUMP SUMS.
* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID, ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE.	
** ALL PAVEMENT MARKING REMOVAL ITEMS DO NOT INCLUDE SHORT TERM MARKING. IF WATERBLAST MARKING REMOVAL IS USED, IT REQUIRES A MINIMUM MOBILIZATION FEE OF \$ 2,000.00 OR 1150 SF FOR EACH CALL OUT.	
*** AN ADDITIONAL \$190.00	PER HOUR PORT TO PORT FOR A STRIPING CREW OF INSTALLATIONS LESS THAN 2500 FT PER DAY
THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE LUMP SUM:	
1. TEMP & PERM LANE CLOSURES	6. PERMANENT SIGN REMOVAL
2. TEMP & PERM PAVEMENT MARKING	7. PERMANENT SIGN INSTALLATION
3. PEDESTRIAN BARRICADE SET UP	8. ORANGE SNOW FENCE
4. PAVEMENT MARKING REMOVAL	9. FLAGGERS OR AFAD
5. ROAD PLATE	10. TRAFFIC SIGNALS
11. NO PARKING SIGNS	16. BOND
12. IMPACT ATTENUATORS	17. DETOURS
13. BARRIER WALL	18. CONES
14. SURVEILLANCE	
15. CHANGEABLE MSG SIGNS	
TRAFFIC CONTROL & PROTECTION COMPLETION:	
180 CD 12/15/17	
AN ADDITIONAL CHARGE OF \$ 910.00 AFTER... 12/15/17OR..... 180 CD	
TEMPORARY EXPRESSWAY LANE CLOSURES	
	RENTAL RATE PER CAL. DAY
1. RAMP CLS. \$ 850.00	MON.-FRI. SATURDAY SUNDAY
2. SHLDR. CLS. \$ 800.00	\$ 950.00 \$ 1,250.00 EA.
3. 1 LANE CLS. \$ 2,300.00	\$ 900.00 \$ 1,200.00 EA.
4. 2 LANE CLS. \$ 2,800.00	\$ 2,700.00 \$ 3,200.00 EA.
5. 3 LANE CLS. \$ 3,150.00	\$ 2,900.00 \$ 3,400.00 EA.
6. EA.ADD.1/2 MI. \$ 75.00	\$ 3,150.00 \$ 3,650.00 EA.
	\$ 125.00 EA.
1 MILE WORK AREA	
IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:	
<input checked="" type="checkbox"/>	Pam Ackerman 815-834-0429 ext. 107
<input type="checkbox"/>	Frank Marrano 630-306-2016
<input type="checkbox"/>	Ralph Ackerman 630-432-4550
<input type="checkbox"/>	Nick Bethune 815-834-0429 ext. 105
ACCEPTED BY: _____	_____
Contractor	Date
Authorized Signature	Date

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/ucpsearch/Search/Help\)](#)

[Print](#)

JG Demo, Inc.

George Chavez
741 W. Racquet Club Dr
Addison, IL 60101-0000

Email:

jgdemo@sbcglobal.net

Phone: 630-543-8922

Fax: 630-543-8923

County: Du Page

Categories: Construction

NAICS

237310-Highway, Street, and Bridge
Construction

238990-All Other Specialty Trade
Contractors

Speciality

NAICS 237310 Concrete paving (i.e.,
highway, road, street, public sidewalk)

NAICS 237310 Curbs and street
gutters, highway, road and street,
construction NAICS 238990 Concrete
paving, residential and commercial
driveway and parking area NAICS
238990 Curb and gutter construction,
residential and commercial driveway
and parking area concrete (Not in C2)



CONTRACT # 16-4273

FIRM NAME JG Demo Inc
DBE MBE WBE SBA B(A)

PRIME _____ JV PARTNER _____ SUBCONTRACTOR TRUCKER _____ SUPPLIER _____ MANUFACTURER _____

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

ITEMS	DESCRIPTION	PLANT	CONTRACT	AMOUNT	DBE GOAL
	Please see attached				
TOTALS FOR THIS DBE FIRM:				\$ 281,794.00	

*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 and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these Items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor [Redacted] Title ESTIMATOR

Signature for DBE Contractor [Redacted] Title President

Date: January 13, 2017
Contact: Shamik Amin
Phone: 630 568 6646
Firm Name: Judlau Contracting, Inc.
Address: 1011 Warrenville Road, Suite 195 Lisle IL 60532

Date: 1-12-17
Contact: George Chavez
Phone: 630-543-8922
Firm Name: JG Demo Inc
Address: 741 W. Racquet Club Dr. Addison IL, 60101



SA
DBE

Proposal

MBE/DBE CERTIFIED CONCRETE CONTRACTORS

741 W. Racquet Club Dr Addison, IL 60101

Tel:(630) 430-1492 / FAX(630) 543-8923

jgdemo@sbcglobal.net

JOB NAME:i-294 PAVEMENT&BRIDGE REPAIRS

Contract:RR-16-4273

Proposal Date:

1/12/2017

Letting/Bid Date:1/13/2017

Item	Description	Unit	Quantity	Unit Price	Total
J1806000	CONCRETE CURB TY C	FOOT	167.00	\$ 46.00	\$ 7,692.00
J1806010	GUTTER, TY G-2	FOOT	1,229.00	\$ 45.00	\$ 55,305.00
J1806015	GUTTER, TY G-2, MODIFIED	FOOT	37.00	\$ 48.00	\$ 1,776.00
J1806020	GUTTER, TY G-3	FOOT	500.00	\$ 50.00	\$ 25,000.00
J1806030	GUTTER, TY G-3, MODIFIED	FOOT	323.00	\$ 47.00	\$ 15,181.00
J1837003	CONC. BARRIER, DOUBLE FACE, 42"	FOOT	60.00	\$ 215.00	\$ 12,900.00
J1837030	CONC. BARRIER / SINGLE FACE REINF, 42"	FOOT	365.00	\$ 226.00	\$ 82,125.00
J1837032	CONC. BARRIER BASE / SINGLE FACE REINF	FOOT	375.00	\$ 155.00	\$ 58,125.00
J5120715	ENERGY ATTENUATOR / CONCRETE PAD	SQ YD	240.00	\$ 75.00	\$ 18,000.00
J1837035	CONCRETE BARRIER BASE / DOUBLE FACE	FOOT	60.00	\$ 95.00	\$ 5,700.00
0	0	\$0.00	0.00	\$ -	\$ -
Total					\$ 281,794.00

Exclusions:

- Concrete Quality Control not included.
- All traffic control measures including flaggers must be provided by others.
- The above price is based on our "Standard Insurance Policy".
- The layout must be furnished by others prior to our arrival.
- No restoration of any form.
- This quotation is based on all work being executed under the guidelines per staging notes.
- All sub bases provided by others. We will fine grade stone sub base (placed by others) +/- 1". Roller must be supplied by general contractor to seal sub base.
- Winter protection not included.
- Extra time / weekend / night time work not included.
- Structure adjustment to be performed by others prior to our arrival.
- This quote is all inclusive. No change can be made without written authorization by a JG Demo Rep.
- If you have any inquiries regarding this quote, please call Mr. GEORGE CHAVEZ at (630)-430-1492.
- Backcharges will not be accepted without notification and consensual agreement between both parties.

All notes in this proposal must be incorporated in contract.



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 ISHTA'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 MWBE Directory:
<https://chicago.mwdb.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
- County of Cook, IL's MWBE Directory:
<http://www.cookcountyil.gov/mbewbe/mwbe-directory/>
- Small Business Administration's SBA 8(a) Directory:
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 authority to provide above information

Print Name: Peter Console Phone contact: 630-568-6643

Position: Operations Manager E-mail address: pconsole@judlau.com

Signature: _____ Date: January 9, 2017



DBE FORM 2023

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

Pavement & Bridge Repairs & Preservation Tri-State Tollway

Project name: (I-294) Mile Post 0.00 to Mile Post 8.25

Project number: RR-16-4273

Bidder name: Judlau Contracting, Inc.

Contact person: Peter Console

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 authority to provide above information

Print Name: Peter Console

Phone contact: 630-568-6643

Position: Operations Manager

E-mail address: pconsole@judlau.com

Signature: _____

Date: January 9, 2017



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 (upon completion of the contract)

SECTION A: to be completed by Prime Contractor

(a) Contract Number RR-16-4273

(b) Prime Contractor Name Judlau Contracting, Inc.

(c) Contract Award Value _____

(d) Amount Earned to Date _____

(e) Percent Complete 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
			#DNV/CI

(h) _____
Signature of Prime Contractor Authorized Agent

(i) _____
Printed Name

_____ Date

_____ 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 _____

(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) _____

(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) _____

(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

Number of Trucks

a. _____

b. _____

c. _____

d. _____

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.

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



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

FORM 2024 - DBE Trucking Reporting and Verification Form

To be submitted to the OIA by the prime contractor at 25% DBE to the contractor completion. FINAL (inserts for Section of Final Payment)

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 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
			#DIV/0!

(h) _____
Signature of Prime Contractor Authorized Agent

(i) _____
Printed Name

_____ Date

_____ Title

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

	Number of Trucks
(j) Total value of payments received for trucks owned and operated by this DBE trucker	a. _____
(k) Total value of payments received for trucks leased and operated by another DBE trucker	b. _____
(l) Total value of payments received for trucks leased from a Non-DBE trucker	c. _____
(m) _____	
(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.	
(p) _____	Sum of a, b & d above
(q) _____	

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.

(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



ISTHA DBE Utilization by Period Report – DBE Form 2114

General Information

1	Report Date		
2	Contract No.		
3	Contract Description		
4	Contractor Name		
5	Current Pay Estimate No.		
6	Pay Estimate(s) Covered		
7	Reporting Period	through	

Contract Financials (cumulative)

8	Original Contract Amount (\$)	
9	Adjusted Contract Amount (\$)	

DBE Financials (cumulative)

10	Current DBE Commitment (\$)	
11	Current DBE Commitment (%)	
12	Overall DBE % Paid-To-Date	
13	Overall DBE % Projected-To-Date	

Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers (\$)	14(a)	14(b)
15	Projected for DBE contractors/suppliers		

Progress Payment Detail

16	DBE subcontractor/supplier name #1		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #2		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #3		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)



ISTHA DBE Utilization by Period Report – DBE Form 2114

24	Comments		
16	DBE subcontractor/supplier name #4		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

16	DBE subcontractor/supplier name #5		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

Notes:

- "Projected amount" is understood to mean, based upon presently available data, that amount which is calculated, estimated, or predicted to be part of the approved DBE commitment for this contract.
- All subcontractors (including 2nd and 3rd tier) must be reported on the DBE 2114 in order to receive DBE credit.

Affidavit

For and on behalf of _____, _____	
(25) – Printed Company Name	(26) – Printed Name of Agent
Its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

Payer / Preparer / Prime

30	Name:
31	Title:
32	Email Address:
33	Phone No.:



General Information

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

Prime Contractor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

DBE Financials

10	Original DBE Commitment (\$):	
11	Original DBE Commitment (%):	
12	Overall Percent Complete:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

Subcontractor Payment

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

Subcontractor Work during Contract:

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) Sum:							

(27) Explanations

Affidavit: This form is to verify the work completed and the amount paid to the DBE Subcontractor on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that the work reported herein was executed by the DBE, that the DBE actually performed, managed and supervised the work, that this represents all payment to the Subcontractor on the above captioned contract, excepting payment withheld due to delinquent debt for which the Subcontractor is responsible, and that the work reported herein conforms to the work reported in the approved Utilization Plan (DBE Form 2026/2025) together with any amendments approved by ISTHA. The undersigned also certifies that he or she is a duly authorized agent with full power and authority to make this certification.

Prime Contractor

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

Subcontractor

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 authority 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: <i>For and on behalf of</i> _____ <div style="text-align: center;">(Printed Company Name)</div>	
I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div>	
and authority 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 or form0003wfa@getipass.com

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

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

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

II. CONTRACTOR ASSURANCE:

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

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

At least 19.6 percent by minorities, as defined herein; and

At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

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

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

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

HISPANIC: Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish

culture or origin, regardless of race.

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

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

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

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

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

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

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

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

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

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for

quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

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

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

VII. SUBCONTRACTOR OBLIGATIONS:

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

VIII. GOOD FAITH EFFORT PROCEDURES:

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

IX. CORRECTIVE ACTION PLAN:

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

X. AMENDED CORRECTIVE ACTION PLAN:

If the Illinois Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The

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

XI. DETERMINATION OF NON-COMPLIANCE:

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

XII. ADMINISTRATIVE RECONSIDERATION:

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

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

XIII. SANCTIONS:

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

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

XIV. INACCURATE OR FRAUDULENT REPORTING:

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

XV. OTHER REGULATIONS:

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



*1)Contract #

*2)Pay Band/Grade

*3)Reporting Period

*4)Percentage Complete

*5)Effective/End Date

*6)Company Name

*7)Address

*8)City, State, Zip

*9)Contract

*10)Contractor Type

*11)Hours Performed

*12)Apprentice Hours

ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY													
GRAND TOTAL ALL MALES				GRAND TOTAL ALL FEMALES				GRAND TOTAL ALL					
TOTAL MINORITY MALE ONLY				TOTAL MINORITY FEMALE ONLY				TOTAL MINORITY MALE/FEMALE					
(12)TOTAL ALL EMPLOYEES				(13)TOTAL MINORITY MALE/FEMALE				(14)TOTAL ALL EMPLOYEES					
% Minority		% Female		Asian American		Asian/Pacific Islander		Hispanic		White			
M	F	M	F	M	F	M	F	M	F	M	F		
SUBTOTALS												Total Hours by track	
M												M	
F												F	

Job Category	ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY												Total Hours by track			
	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
Working Foreman																
Equip. Operators																
Bricklayers																
Truck Drivers																
Ironworkers																
Carpenters																
Cement/Masonry																
Electricians																
Orn. Iron Workers																
Painters																
Laborers																
Traffic Safety Worker																
Plz. Trades Work																

(21) Narrative Desc: Summarize efforts taken to meet BEO goals during current reporting period.

*12) Prepared by (Name and Title of Contractor's Representative)

*13) E-Mail Address

*14) Phone #



Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

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

	Total # of Individuals
Female	_____
African American/Black	_____
Hispanic/Latino	_____
Asian American	_____
Native American/Alaskan Native	_____
Native Hawaiian/Pacific Islander	_____

Prepared by:

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

This form is to be submitted by the Prime Contractor via Capture by the 15th of the month after the end of the quar

Date: 1/13/2017
 To: Contact Name: Shamik Amin
 Contractor Company Name: Judlau Contracting, Inc.
 From: Lynnette Robinson
 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: 1/13/2017	Revision # 0
Contract # RR-16-4273	Established DBE Goal: 24.00 %	
Contract Description: Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25		

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

Notes:

DBE Plan as Submitted by apparent low bidder:									
Contract Award Amount		\$11,657,981.19							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Era Valdivia Contractors, Inc.	SB	D/MBE	Concrete repair	\$874,391.90	\$874,391.90	7.50 %	City of Chicago	M	Hispanic
JG Demo, Incorporated	SB	DBE	Curb & Gutter / Concrete barrier	\$281,794.00	\$281,794.00	2.41 %	IDOT	M	Hispanic
LiveWire Electrical Systems, Inc.	SB	D/MBE	Electrical work	\$453,426.50	\$453,426.50	3.88 %	IDOT	M	African American
Marking Specialists Corporation	SB	D/MBE	Pavement marking	\$349,478.25	\$349,478.25	2.99 %	City of Chicago	M	Hispanic
MIDCO Electric Supply, Inc.	Supplier	D/WBE	Electrical supply	\$357,645.37	\$214,587.22	1.84 %	City of Chicago	F	Caucasian
Work Zone Safety, Inc.	SB	D/WBE	MOT / Pavement marking	\$767,756.90	\$767,756.90	6.58 %	City of Chicago	F	Caucasian
Total # of subcontracts: 6			TOTAL	\$3,084,492.92	\$2,941,434.77	25.23 %			
Total # of subcontractors: 6			Total %	26.45 %	25.23 %				

STATE OF ILLINOIS

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

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 **2.0%** 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. Forms for the Utilization Plan (VOSB Form 2026), VOSB Participation Statement (VOSB Form 2025) and Good Faith Efforts (VOSB Form 2023) are included. 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, 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 proposal 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.B. 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 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 business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. 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 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.



(1) POLICY -

It is ISTHA's policy that Veteran Owned Small Business Enterprises (VOSBs) as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

<u>Project Description</u>	
<u>Contract Number</u>	<u>Bid Due Date</u>
<u>Prime Contractor</u>	<u>Core Amount:</u>

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as follows:

<u>TOTAL VOSB COMMITMENT: \$</u>	<u>VOSB PERCENT OF CORE BID AMOUNT:</u>	<u>%</u>
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Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

<u>TOTAL VOSB COMMITMENT: \$</u>	<u>VOSB PERCENT OF CORE BID AMOUNT:</u>	<u>%</u>
----------------------------------	---	----------

Attached are the signed Statements required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

<u>DOLLAR AMOUNT OF WAIVER REQUEST: \$</u>	<u>AND PERCENTAGE</u>	<u>%</u>
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The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

Company Name/Date

By: _____
Company Representative/Title

The "as-read" Low Bidder is required to comply with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.



(1) POLICY -

It is ISTHA's policy that Veteran Owned Small Business Enterprises (VOSBs) as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

<u>Project Description</u> Pavement & Bridge Repairs & Preservation Tri-State Tollway (I-294) Mile Post 0.0 to Mile Post 8.25	
<u>Contract Number</u> RR-16-4273	<u>Bid Due Date</u> January 10, 2017
<u>Prime Contractor</u> Judlau Contracting, Inc.	<u>Core Amount:</u>

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as follows:

<u>TOTAL VOSB COMMITMENT: \$</u>	<u>VOSB PERCENT OF CORE BID AMOUNT:</u> 3.36 %
----------------------------------	--

Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

<u>TOTAL VOSB COMMITMENT: \$</u>	<u>VOSB PERCENT OF CORE BID AMOUNT:</u> %
----------------------------------	---

Attached are the signed Statements required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

<u>DOLLAR AMOUNT OF WAIVER REQUEST: \$</u>	<u>AND PERCENTAGE</u> %
--	-------------------------

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

Judlau Contracting, Inc. 01-09-2017

By 
Company Representative title

The "as-read" Low Bidder is required to comply with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent change, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

Industrial Fence, Inc.

Miguel A. Saltijeral
1300 S. Kilbourn
Chicago, IL 60623-1031

County: Cook

Email: mike.saltijeral@ifi-group.com

Phone: 773-521-9900

Fax: 773-521-9904

Categories: Construction, Manufacturing

NAICS

332312 - FABRICATED
STRUCTURAL METAL
MANUFACTURING
237310 - HIGHWAY,
STREET AND BRIDGE
CONSTRUCTION.

Speciality

332312- FABRICATION OF
CHAIN LINK TEMPORARY
FENCE, GUARDRAILS,
ORNAMENTAL RAILINGS
AND MISCELLANEOUS
METALS
237310 - GUARDRAIL
INSTALLATION.



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

May 20, 2016

Miguel Saltijeral
Industrial Fence Inc
1300 S Kilbourn
Chicago, IL 60623-1045

Certification Term Expires: May 20, 2017

Re: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

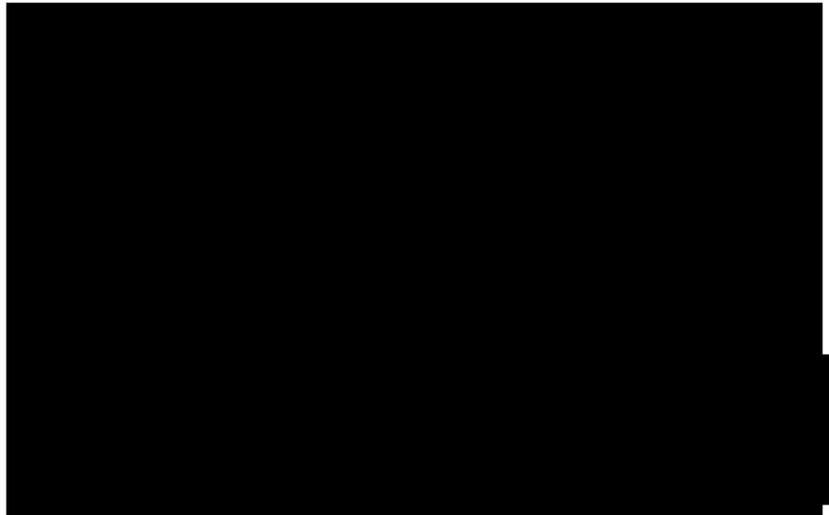
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, FENCING
SERVICES, GUARD RAIL
FENCING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

(L49MBE)



CMS

ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

May 20, 2016

Miguel Saltijeral
Industrial Fence Inc
1300 S Kilbourn
Chicago, IL 60623-1045

Certification Term Expires: May 20, 2017

Re: NCA Certification Approval (MVBE)

Dear Business Owner:

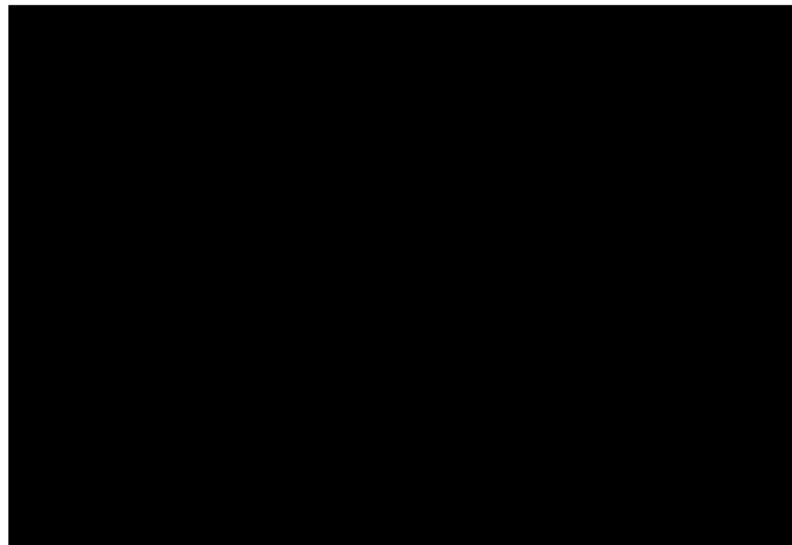
Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Veterans Business Program (VBP). Your firm's name will remain in the State's Directory as a certified vendor with VBP.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Veteran Business Enterprise (MVBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veteran Business Program (VBP) in the specialty area(s) of:

**SERVICES, FENCING
SERVICES, GUARD RAIL
FENCING**

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program (VBP). We welcome your participation and wish you continued success.



Industrial Fence Inc
 VOSB SWOSB
 CONTRACT: M-4-11
 AS IN
 AS PER
 SUPP
 DATE
 M F

PRIME SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

ITEM 1 (ADD TO PRIME) Y N ITEM 2 OR BELOW: Y N UNDER CONTRACT TO:

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	Y	N	Item 2 or Below	Y	N	Under Contract To
SEE ATTACHED						
TOTALS FOR THIS VOSB FIRM:						
Produced by 60% of contract amount if firm is SUBPRIME \$393,445.40 \$393,445.40						

*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 #5572034, 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 certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-sound function in the work of this contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIME WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not accept 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 before 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 REQUIREMENTS FOR SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to debarment.

Signature for Prime Contractor: [Redacted] Title: ESTIMATOR

Signature for VOSB Contractor: [Redacted] Title: President

Date: January 13, 2017
 Contact: Shamik Amin
 Phone: 630.568.6646
 Firm Name: Jullau Contracting, Inc
 Address: 1011 Warrenville Road, Suite 195 Lisle IL 60532

Date: 01/10/2017
 Contact: Miguel Salazar
 Phone: 773-521-8900
 Firm Name: Industrial Fence Inc
 Address: 1300 S. Kilbourn Ave Chicago IL 60623



INDUSTRIAL FENCE INC.

IFI Bid Proposal

WWW.IFI-GROUP.COM

GC: General Contractor

Contact: Estimating

Phone:

Email:

Estimate Date: 01/13/2017

Work Order No: 131026217

Project Name: ISTHA RR-16-4273

Description	Unit	Quantity	Unit Price	Total Price
10 Chain Link Fence				
J1664305 - Right Of Way Fence (ROW) Ty 1 6'	LF	51.00	51.27	2,614.77
J1664310 Corner Post ROW Ty 1	EA	8.00	378.36	3,026.88
J1664320 End Post ROW Fence Ty1	EA	2.00	378.36	756.72
J1664400 ROW Fence Removal	LF	98.00	10.15	994.70
JT900206 Chain Link Fence Repair	LF	822.00	25.56	21,010.32
				<u>\$28,403.39</u>
30 Guardrail				
63200310 GUARD RAIL REMOVAL	LF	3,509.00	6.23	21,861.07
70800260 IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EA	4.00	6,700.32	26,801.28
J1630002 SPBGR Ty A 6' Post	LF	2,677.00	23.26	62,267.02
J1630007 SPBGR Ty B 6' Post	LF	114.00	42.88	4,888.32
J1630012 SPBGR Ty C 6' Post	LF	263.00	62.06	16,321.76
J1630020 GALVANIZED STEEL POST, 6 FOOT	EA	34.00	116.97	3,976.98
J1631110 Traffic Barrier Terminal Ty 1 Spl Tangent	EA	2.00	2,540.16	5,080.32
J1631112 Traffic Barrier Terminal Ty 1A Spl	EA	14.00	2,135.16	29,892.24
J1631120 Traffic Barrier Terminal Ty 2	EA	9.00	1,013.58	9,122.22
J1631130 Traffic Barrier Terminal Ty 6	EA	3.00	3,086.82	9,260.46
J1631135 Traffic Barrier Terminal Ty 6B	EA	8.00	3,206.82	19,240.92
J1631140 Traffic Barrier Terminal Ty 10	EA	4.00	342.78	1,371.12
J1635010 Roadway Delineators	EA	50.00	56.57	2,828.50
J1782014 GR Mrker Ty B	EA	40.00	7.89	315.60
JS120710 Energy Attenuator	EA	2.00	42,186.69	84,373.38
JS120720 Energy Attenuator Removal	EA	2.00	994.32	1,988.64
				<u>\$299,569.85</u>
50 Railings				
50901750 Parapet Railing	LF	388.00	168.82	65,502.16
				<u>\$65,502.16</u>
Totals				<u>\$393,495.40</u>



INDUSTRIAL FENCE INC.

IFI Bid Proposal

WWW.IFI-GROUP.COM

GC: General Contractor

Contact: Estimating

Phone:

Email:

Estimate Date: 01/10/2017

Work Order No: 131026217

Project Name: ISTHA RR-16-4273

Notes:

Cleaning and painting existing anchors for parapet railing is included

We would like to thank you for the opportunity to bid on this project. It has been a pleasure serving you. We express our sincere appreciation for your business. At Industrial Fence, Inc. we value your business and recognize the importance of service, quality and value.

Exclusions:

Waiver of Subrogation &/or Railroad Insurance, Concrete removal or rock/hard ground drilling, Demo of existing fencing or footings, No Clearing or Grubbing for fence removal or installation, No bonds, permits, licenses and/or fees, All work performed during regular work hours 7am to 3:30pm, Removal or Install of Concrete Pads for Attenuator, widening of existing shoulder for construction of TBT TYPE 1 SPL, Layout and Grading, QA-QC Testing & Inspection, No Taxes Included, Grading or Restoration, Multiple installations or removals, WBE / EEO Requirements, Unforeseen Conditions, Other than our current Insurance Coverage, Grounding By Others, Liquidated damages, Traffic Control, flagmen or trainees, Multiple Mobilization. Attenuator rental is per project. No Bituminous Shoulder Coring of Fill (art.630.06) FOR GUARDRAIL INSTALLATION** Core Drilling PER HOLE \$45.00. Extra. All work to be performed under normal conditions. No express or imply design build included in proposal.

IFI chooses to participate in the Option for Steel Cost Adjustment



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 ISHTA'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 or proposal.
- _____ 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 and proposals 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 authority to provide above information

Print Name: Peter Console Phone contact: 630-568-6643

Position: Operations Manager E-mail address: pconsole@judlau.com

Signature: _____ Date: January 9, 2017



VOSB FORM 2023

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

Pavement & Bridge Reconstruction & Preservation Tri-State Tollway

Project name: (I-294) Mile Post 0.00 to Mile Post 8.25

Project number: RR-16-4273

Bidder name: Judlau Contracting, Inc.

Contact person: Peter Console

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 authority to provide above information

Print Name: Peter Console

Phone contact: 630-568-6643

Position: Operations Manager

E-mail address: pconsole@judlau.com

Signature: _____

Date: January 9, 2017

Date: 1/13/2017
 To: Contact Name: Shamik Amin
 Contractor Company Name: Judlau Contracting, Inc.
 From: Lynnette Robinson
 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: VOSB Plan Review	Date Original Plan Submitted: 1/13/2017	Revision # 0
Contract # RR-16-4273	Established VOSB Goal: 2.00 %	
Contract Description: Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25		

Contractor's plan as submitted meets the established VOSB goal for this contract

Notes:

VOSB Plan as Submitted by apparent low bidder:									
Contract Award Amount		\$11,657,981.19							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industrial Fence, Inc.	SB	VOSB	Fencing / Guardrail	\$393,495.40	\$393,495.40	3.37 %	CMS	M	Hispanic
Total # of subcontracts: 1				TOTAL	\$393,495.40	3.37 %			
Total # of subcontractors: 1				Total %	3.37 %	3.37 %			

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

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

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

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

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

III. DEFINITIONS:

- A. **ACTIVE CREDITS:** Earned credit available for submission and utilization on a construction bid.
- B. **ACTIVE EARNED CREDIT CERTIFICATE REGISTER:** Listing of all Active ECP Certificates indicating certificate number, value, owner and issue date.
- C. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- D. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marianas.

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- E. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- F. **BID CREDITS:** Virtual dollar credits earned through employing and retaining eligible ECP referrals.
- G. **BASE BID:** The bid amount prior to applying the ECP bid credits.
- H. **CREDITS SUBMITTED:** Bid credits included in a construction bid as evidenced by an Earned Credit certificate. The total amount of the certificate will be considered as tendered unless otherwise indicated on the physical certificate.
- I. **CREDITS UTILIZED:** The amount of bid credits required to establish the apparent low bidder based on the difference between the award criterions of the lowest bidder and the next apparent low bidder plus \$1.00 of ECP credit.
- J. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.
- K. **ECP ALLOCATION:** When ECP credits submitted by a prime contractor and subcontractor are applied proportionally to the total of all of the ECP credits originally submitted with the bid.
- L. **ECP CANDIDATES:** A job seeker who meets the criteria requirements to receive WIA adult services as determined by Illinois Department of Employment Security (IDES) and WIA and has graduated from a construction training program or has construction experience and can meet initial requirements for construction employment.
- M. **ECP CAP:** A contract-specific limit as determined by an approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. Any credits submitted above and beyond the bid earned credit cap will not be considered.
- N. **ECP PARTICIPANT:** An ECP CANDIDATE who is employed by an ECP participating contractor and is earning credits.
- O. **ELIGIBLE OFFENDER:** A person who has been convicted of a crime in Illinois or of an offense in any other jurisdiction that does not include any offense or attempted offense that would subject a person to registration under the Sex Offender Registration Act, the Arsonist Registration Act, or the Murderer and Violent Offender Against Youth Registration Act. "Eligible offender" does not include a person who has been convicted of committing or attempting to commit a Class X felony, aggravated driving under the influence of alcohol, other drug or drugs, or intoxicating compound or compounds, or any combination thereof, aggravated domestic battery, or a forcible felony.

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- P. **ELIGIBLE:** IDES representative reviews applicable documentation to determine WIA adult service eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, drug-free status, and other employment barriers.
- Q. **EXONERATED INDIVIDUALS:** A person who is legally cleared from guilt, blame, liability or punishment for a criminal or otherwise illegal or wrongful act.
- R. **FRINGE BENEFITS:** A form of compensation for the performance of services such as vacation pay, sick pay, holiday pay or health benefits. This amount is not included in the Earned Credit calculation.
- S. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- T. **ILLINOIS workNet/IDES:** State of Illinois program that receives WIA funding to provide program eligibility and suitability assessments to individuals seeking employment, training and supportive services to enhance the individual's success in securing and retaining employment.
- U. **INACTIVE CREDITS:** Earned credit not available for submission due to utilization on a construction bid or superseded by current earned credits.
- V. **NET WAGES PAID:** Gross wages (excluding fringe benefits) paid to the ECP participant(s) from the original hiring contractor/fabricator.
- W. **NEW HIRE BONUS CREDIT:** One-time \$5,000 bid credit earned through the employment of an eligible first-time ECP CANDIDATES and retaining them for not less than 160 hours.
- X. **QUALIFIED:** Individual who meets basic construction employment requirements as identified by the specific trade, unions, local or construction management thereof.
- Y. **REFERRALS:** Individuals referred to contractors by various agencies via community based networks that are determined to be candidates for the ECP, have been determined to meet eligibility criteria, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- Z. **SUITABILITY:** Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.

AA.TOLLWAY: The Illinois State Toll Highway Authority.

BB. TRADITIONALLY UNDERSERVED POPULATIONS: Groups as identified in the Workforce Investment Act who meet the Workforce Investment Act eligibility criteria and the successor Workforce Innovation and Opportunity Act (WIOA) of July 2014.

CC.VETERANS: Individuals who have served in the U.S. military and are in possession of a DD214 Form.

DD.WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA): Formally known as the Workforce Investment Act (WIA) originally signed into law in 1998 this act creates and funds services provided through the IDES Illinois workNet. The WIA Act is the predecessor of the WIOA signed into law of July 22, 2014.

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

Unused ECP BID CREDITS do not expire.

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

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

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

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

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

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

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

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

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$250,000.00. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

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

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

VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION: Joint Venture partners may independently submit ECP CERTIFICATES towards the joint venture bid subject to the overall ECP CAP. Subcontractors and fabricators may participate in the EARNED CREDIT PROGRAM as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator EARNED CREDIT CERTIFICATES may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control. In the event that a subcontractor becomes disqualified from contract participation by no

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fault of the prime, (i.e. delinquent debt, etc.) the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractor's ECP certificate balance.

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

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

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

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

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

- A. Completed Request for bid certificate (Request for ECP CERTIFICATE - Form 0006) inclusive of ECP CANDIDATE information and NEW HIRE BONUS CREDIT request selection.
- B. Certified Payroll as evidence of wages paid that includes:
 - i. Contractor name
 - ii. Week ending date;
 - iii. Project and location
 - iv. Project or Contract No.
 - v. Name and Individual Identifying Number of Worker-last 4 digits only
 - vi. Work Classification
 - vii. Hours worked

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- viii. Total hours
- ix. Rate of Pay
- x. Gross Amount Paid
- xi. Deductions
- xii. Total Deductions
- xiii. Net Wages Paid
- xiv. Signature page

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

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

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

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

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

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

Earned Credits are non-transferable. The original firm issued the EARNED CREDIT CERTIFICATE is the sole owner of the bid credits and shall not transfer,

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sell, loan or otherwise engage in transactions not specified in this document. ECP Credits transferred as part of merger or acquisition of a firm is allowed.

XI. LONGEVITY OF EARNED CREDIT CERTIFICATES: EARNED CREDIT CERTIFICATES will be INACTIVE once utilized in a successful bid. Should the same EARNED CREDIT CERTIFICATE be submitted in multiple bids on the same date, the first bid opened containing the EARNED CREDIT CERTIFICATE will be considered for bid. All other bids containing a duplicate EARNED CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bids has been issued; at such time, all duplicate EARNED CREDIT CERTIFICATES will be INACTIVATED as applicable and the remaining bid credit(s) and award criteria will be recalculated for subsequent bids. It is foreseeable that a contractor may apply the same Earned Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have the same bid opening date, the Tollway will open bids in numerical order with the lowest project number per the last four digits of the contract, being opened first. The certificate will be redeemed up to the amount needed to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a bid certificate to the contractor.

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

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

XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES: Any contractor who knowingly submits an INACTIVE EARNED CREDIT CERTIFICATE shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

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

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

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XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY/ILLINOIS WORKNET: Participating contractors and fabricators may be eligible to receive additional incentives from the ECP hires enrolling in the Illinois workNet automated tracking system, Illinois Job Link. The following is a non-exhaustive list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

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

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

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

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. PROPOSAL GUARANTY

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

7. WAGE STIPULATIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <http://labor.illinois.gov>. The Illinois

Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. NON-COLLUSION AFFIDAVIT

The bidders must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all damages of every

nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must be prequalified by the Illinois Department of Transportation and submit with the Bid the appropriate "Certificate(s) of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

IDOT Contractor's Financial Statements will be acceptable if not more than 18 months old.

The bidder that currently employs or at any time during the 365 days prior to the bid employed 15 or more employees must also have an IDHR public contract number, or submit evidence of application, from the Illinois Department of Human Rights (IDHR).

Each bidder authorizes the Illinois Tollway to obtain and examine any and all financial data and experience information heretofore submitted by the bidder to any Federal, State or local unit of government without further notice.

The Illinois Tollway will analyze the division of work to verify the weakest joint venture member is capable of performing, and analyze the others to be able to complete the project if the weakest firm defaults.

The individual partners of any joint venture must be jointly and severally liable for the obligations of the joint venture under the contracts.

Only one person will be designated managing partner for the joint venture and will speak for all joint venture partners and act as project manager.

The bidder shall submit with its Bid the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

Public Acts 96-0795, 96-0920 and 97-0895 provide that a "prohibited bidder" includes a person assisting the State of Illinois or State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposal or request for information or provide similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.

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

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

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.

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

14. **AUTHORITY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

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

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **RESERVED**

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by BHFX DIGITAL IMAGING at: www.illinoistollwaybidding.com.

The electronic version of the contract P-Pages is provided to assist bidders with the preparation of their bid. Notwithstanding, it is the bidder's responsibility to provide an accurate bid, which includes verification that the electronic P-Pages match the contract book P-Pages. Any revisions, including addenda, must be included in the bid. In the event of a discrepancy on the electronic P-Pages, the contract book P-Pages and Addenda control and take precedence over the electronic P-Pages.

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. Unit prices and extensions (total price) should be carried to two decimal places only (which prices must be more than \$0.00). A unit price of \$0.00 for any pay item will not be acceptable and will cause the bid to be deemed non-responsive.

20. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

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 acknowledges that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.

21. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Protest Review Office Phone: (217) 720-7267

401 S. Spring Street:

Suite 515 Stratton Office Building

Springfield, IL 62706

Illinois Relay: (800) 841-6167

22. **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.

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

To demonstrate compliance with Public Act 95-0971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids, regardless of whether the bidder chooses to utilize Forms A or Forms B described in Instructions to Bidders, Item 21 above. Public Act 97-0895 further amended Public Act 95-0971 to modify automatic disqualification of an entity who fails to submit its Board of Election Certificate, however:

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

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

Any bidder who bids on public contracts and currently employs or at any time during the 365 days prior to the bid has employed 15 or more employees, 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

25. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

26. **EQUAL EMPLOYMENT OPPORTUNITY**

For any new construction or renovation project, the Contractor will adhere to the equal employment opportunity ("EEO") goals established by the U.S. Department of Labor - Office of Federal Contract Compliance Programs ("OFCCP") for construction trade workers in the Chicagoland area, which is provided through Executive Order 11246. The EEO goals are measured through the following percentages of aggregated construction work hours in each of the categories:

- At least 19.6 percent by minorities, as defined below; and
- At least 6.9% by females

Minority is defined as:

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.

Native Americans: Persons who are American Indians, Eskimos or Native Hawaiians.

Asian Pacific: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marianas.

Asian Indian: Persons whose origins are from India, Pakistan or Bangladesh.

27. **EARNED CREDIT PROGRAM**

The objective of the Earned Credit Program (ECP) is to encourage union contractors, subcontractors and fabricators to sponsor into applicable unions and employ and retain qualified and eligible disenfranchised African American, Hispanic, females, ex-offenders and veterans referred to them by the Tollway. The incentive to participate in the ECP includes the ability of all union contractors and fabricators to earn bid credits which may be applied to Tollway construction contracts advertised for public bidding.

28. **INITIAL CONTACT INFORMATION**

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

employees regarding procurement matter, but rather only requires reporting of those communications when they occur.

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

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via 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.

The Initial Contact Person named shall be familiar with assembling or obtaining the duly executed documents constituting the contract between the Illinois Tollway and the contractor. The Initial Contact Information form may be found within the "Instructions to Bidders" section.

29. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors, with subcontracts with an annual value of more than \$50,000, 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 list of subcontractors should include but not be limited to subcontractors, 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 are those specifically hired to perform part of the work of this Contract.

30. **PROCUREMENT COMPLIANCE MONITORS**

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

31. **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.

32. **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 will 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.

33. **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.

34. **RECORD RETENTION AND AUDIT**

In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

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.

For purposes of this section, "timeliness" will be considered production within the time period specified 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, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The CONTRACTOR agrees to cooperate fully with any audit conducted 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, and to provide full access to all relevant materials. The auditors reserve the right to enter the CONTRACTOR's place of business in order to audit the records. If

they are not produced in a timely manner by the CONTRACTOR, then the CONTRACTOR shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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.

35. **ACCEPTANCE OF SCANNED SIGNATURES**

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

CORPORATION SIGNATURE FORM

At a meeting on 1/24/2017, the Board of Directors

of Judlau Contracting, Inc. adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Arnav Amin
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Judlau Contracting, 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. RR-16-4273.”

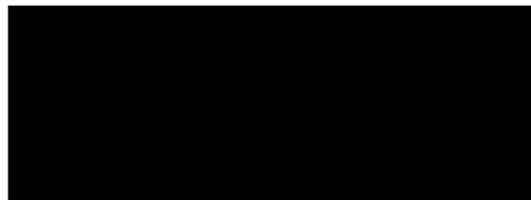
I, Cesar Pereira, Secretary of the aforesaid corporation,

do hereby certify that the foregoing is a true and correct copy of a Resolution adopted as above set forth.

(Corporate Seal)

1/24/2017

Date



Secretary

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSM	H/W	Pensn	Vac	Trag	
ASBESTOS ABT-GEN	ALL			39,400	39,950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
ASBESTOS ABT-MEC	BLD			36,340	38,840	1.5	1.5	2.0	11.47	10.96	0.000	0.720	
BOILERMAKER	BLD			47,070	51,300	2.0	2.0	2.0	6.970	18.13	0.000	0.400	
BRICK MASON	BLD			43,780	48,160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
CARPENTER	ALL			44,350	46,350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
CEMENT MASON	ALL			43,750	45,750	2.0	1.5	2.0	13.05	14.45	0.000	0.480	
CERAMIC TILE FINISHER	BLD			36,810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770	
COMM. ELECT.	BLD			40,000	42,800	1.5	1.5	2.0	8.670	12.57	1.100	0.750	
ELECTRIC PWR EQMT OP	ALL			46,100	51,100	1.5	1.5	2.0	10.76	14.87	0.000	0.460	
ELECTRIC PWR GRANDMAN	ALL			37,050	52,500	1.5	2.0	2.0	8.630	12.28	0.000	0.370	
ELECTRIC PWR LINEMAN	ALL			47,500	52,500	1.5	2.0	1.5	11.06	15.75	0.000	0.480	
ELECTRICIAN	ALL			45,000	48,000	1.5	1.5	2.0	13.83	15.27	0.000	1.000	
ELEVATOR CONSTRUCTOR	BLD			50,800	57,150	2.0	2.0	2.0	13.57	14.21	4.060	0.600	
FENCE ERECTOR	ALL			37,340	39,340	1.5	1.5	2.0	13.05	12.06	0.000	0.300	
GLAZIER	BLD			40,500	42,000	1.5	2.0	2.0	13.14	16.99	0.000	0.940	
HT/FROST INSULATOR	BLD			48,450	50,950	1.5	1.5	2.0	11.47	12.16	0.000	0.720	
IRON WORKER	ALL			44,200	46,200	2.0	2.0	2.0	13.65	21.14	0.000	0.350	
LABORER	ALL			39,200	39,950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
LATHER	ALL			44,350	46,350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
MACHINIST	BLD			45,350	47,850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS	ALL			32,400	34,320	1.5	1.5	2.0	10.05	13.75	0.000	0.620	
MARBLE MASON	BLD			43,030	47,330	1.5	1.5	2.0	10.05	14.10	0.000	0.780	
MATERIAL TESTER I	ALL			29,200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MATERIALS TESTER II	ALL			34,200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MILLWRIGHT	ALL			44,350	46,350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
OPERATING ENGINEER	BLD 1			48,100	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 2			46,800	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 3			44,250	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 4			42,500	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 5			51,850	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 6			49,100	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 7			51,100	52,100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	FLT 1			53,600	53,600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 2			52,100	53,600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 3			46,400	53,600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 4			38,550	53,600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 5			55,100	53,600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 6			35,000	35,000	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	HWY 1			46,300	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 2			45,750	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 3			43,700	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 4			42,300	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 5			41,100	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 6			49,300	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 7			47,300	50,300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OREAMNTL IRON WORKER	ALL			45,000	47,500	2.0	2.0	2.0	13.55	17.94	0.000	0.650	
PAINTER	ALL			41,750	46,500	1.5	1.5	1.5	11.50	11.10	0.000	0.770	
PAINTER SIGNS	BLD			33,920	38,090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
FILEDRIVER	ALL			44,350	46,350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
PIPEFITTER	BLD			46,000	49,000	1.5	1.5	2.0	9.000	15.85	0.000	1.780	
PLASTERER	BLD			43,430	46,040	1.5	1.5	2.0	13.05	14.43	0.000	1.020	
PLUMBER	BLD			46,650	48,650	1.5	1.5	2.0	13.18	11.46	0.000	0.880	
ROOFER	BLD			41,000	44,000	1.5	1.5	2.0	8.280	10.54	0.000	0.530	
SHEETMETAL WORKER	BLD			42,230	45,610	1.5	1.5	2.0	10.53	20.68	0.000	0.720	
SIGN HANGER	BLD			31,310	33,810	1.5	1.5	2.0	4.850	3.280	0.000	0.000	
SPRINKLER FITTER	BLD			49,200	51,200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	ALL			42,070	44,070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STONE MASON	BLD			43,780	48,160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
SURVEY WORKER	NOT IN EFFECT			ALL	37,000	37,750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD			38,040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON	BLD			41,880	44,880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	
TILE MASON	BLD			43,840	47,840	1.5	1.5	2.0	10.55	11.40	0.000	0.990	
TRAFFIC SAFETY WRKR	HWY			32,750	34,350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER	E ALL 1			35,480	35,680	1.5	1.5	2.0	8.350	10.50	0.000	0.150	

TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: PG (Region)
 ITD (Trade Type - All, Highway, Building, Floating, Oil & Chip, Private)
 C (Class)
 Base (Base Wage Rate)
 PPM (Premium Rate)
 N-7-8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSA (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 PMS (Pensions)
 Vac (Vacation)
 Trng (Training)

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, wearing 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 telephones, 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 wires 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, alabaster 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 stones 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 Calson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Calson Rigs; Central Bed-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); Cretex 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 Cretex Dual Ram; Pump Cretex; Squeeze Cretex-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; Turnspull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Brooms, All Power Propelled; Bulldozers; Concrete Mixer (Two Bay 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 "R" 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 Scarifier; 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 Pacer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower; Cranes of all types; Crater 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, Full 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 Suggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Salt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractor 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 78 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 (Maglund 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/Net Tender; Engineer; Engineer (Hydraulic Dredge).

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

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - 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 Loaders; 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; Tenseters; 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, Tractor Trucks, Euclids, Hog Bottom Dump Turnpulls or Turntrallars 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, Tractor Trucks, Euclids, Hog Bottom Dump Turntrallars or turnpulls 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 Trallax, over 40 feet; Pole and Expandable Trallars 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. RR-16-4273

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, January 13, 2017 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls.

The services will be performed within the: Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

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

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

Addendum No. <u>1</u>	Date <u>DEC. 8, 2016</u>
Addendum No. <u>2</u>	Date <u>DEC. 28, 2016</u>
Addendum No. <u>3</u>	Date <u>JAN. 9, 2017</u>
Addendum No. _____	Date _____

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4273
 ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
 TRI-STATE TOLLWAY (I-294)
 MILEPOST 0.0 TO MILEPOST 8.25
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100500	TREE REMOVAL, ACRES	ACRE	0.50		
	20101000	TEMPORARY FENCE	FOOT	1,060		
	20200100	EARTH EXCAVATION	CU YD	1,351		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	300		
	20300100	CHANNEL EXCAVATION	CU YD	1,287		
	20400800	FURNISHED EXCAVATION	CU YD	70		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	70.0		
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	72		
	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	370		
	25000210	SEEDING, CLASS 2A	ACRE	0.50		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	90		
	28100107	STONE RIPRAP, CLASS A4	SQ YD	2		
	28100109	STONE RIPRAP, CLASS A5	SQ YD	1,026		
	28200200	FILTER FABRIC	SQ YD	1,026		
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	28		
	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	15,796		
	44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	1,804		
	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	11,324		
	44000400	GUTTER REMOVAL	FOOT	1,712		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	530		
	44213000	PATCHING REINFORCEMENT	SQ YD	60		
	44213200	SAW CUTS	FOOT	11,160		
	44213204	TIE BARS 3/4"	EACH	1,774		
	50102400	CONCRETE REMOVAL	CU YD	5.4		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50157300	PROTECTIVE SHIELD	SQ YD	2,567		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	2.1		
GBSP	50606701	CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	LSUM	1		
	50800105	REINFORCEMENT BARS	POUND	312		
	50901750	PARAPET RAILING	FOOT	388		
	54002100	EXPANSION BOLTS 5/8 INCH	EACH	45		
	54213450	END SECTIONS 15"	EACH	1		
	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	55		
	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	33		
*	55100700	STORM SEWER REMOVAL 15"	FOOT	10		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60262700	INLETS TO BE RECONSTRUCTED	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	3,509		
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	45,920		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	129,151		
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	5,000		
BDE	70300912	PAVEMENT MARKING TAPE, TYPE IV 12"	FOOT	110		
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	4		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	380		
	73000100	WOOD SIGN SUPPORT	FOOT	8		
	73400100	CONCRETE FOUNDATIONS	CU YD	3.4		
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	2,900		
	78009008	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	200		
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	300		
*	89502380	REMOVE EXISTING HANDHOLE	EACH	2		
	A2000112	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	A2002912	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	9		
	A2006512	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	10		
*	X0322587	CONSTRUCTION ACCESS	EACH	1		
*	X0323491	SLOPE WALL CRACK SEALING	FOOT	2,025		
*	X0324028	GROUT FOR USE WITH RIPRAP	CU YD	3		
*	X2800011	REMOVE AND RELOCATE SIGN PANEL	EACH	4		
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	450		
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	30		
*	X7010218	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	EACH	1		
*	Z0007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	LSUM	1		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	10		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	38		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300		
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	797		
*	J1406037	MATERIAL TRANSFER DEVICE	TON	4,544		
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	2,131		
*	J1406056	TEST STRIP (WMA STONE MATRIX ASPHALT)	EACH	1		
*	J1406064	POLYMERIZED WARM MIX LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	83		
*	J1406107	ASPHALT TACK COAT	POUND	56,683		
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,378		
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	28		
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	3,501		
*	J1442833	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE I, 12 INCHES	SQ YD	2		
*	J1442834	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE II, 12 INCHES	SQ YD	32		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1442836	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE IV, 12 INCHES	SQ YD	133		
*	J1442873	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE I, 12 INCHES	SQ YD	80		
*	J1442874	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 12 INCHES	SQ YD	1,688		
*	J1442875	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 12 INCHES	SQ YD	80		
*	J1442894	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 12 INCHES	SQ YD	153		
*	J1442905	DOWL BARS 1 1/2"	EACH	9,078		
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	21,390		
*	J1451110	CRACK SEALING	POUND	4,102		
*	J1451180	CRACK FILLING	FOOT	128,569		
*	J1481050	AGGREGATE SHOULDERS, TYPE B	CU YD	204		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	362		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4'	SQ YD	165		
*	J1482004	HOT-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	122		
*	J1483400	PORTLAND CEMENT CONCRETE SHOULDERS (JOINTED) 9"	SQ YD	44		
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	1		
*	J1520022	REPLACE STRIP SEAL GLANDS	FOOT	568		
*	J1542010	END SECTION REMOVAL	EACH	1		
*	J1587002	BRIDGE DECK CONCRETE CRACK SEALER (SPECIAL)	SQ FT	407,506		
*	J1602030	CATCH BASIN, TYPE G-2	EACH	1		
*	J1602530	CATCH BASIN TO BE ADJUSTED (SPECIAL)	EACH	21		
*	J1604020	FRAMES AND GRATES, TYPE G-3	EACH	2		
*	J1604025	FRAMES AND GRATES, TYPE G-3 MODIFIED	EACH	1		
*	J1606000	CONCRETE CURB TYPE C	FOOT	167		
*	J1606010	GUTTER, TYPE G-2	FOOT	1,229		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	37		
*	J1606020	GUTTER, TYPE G-3	FOOT	500		
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	323		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	2,677		
*	J1630007	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT POSTS	FOOT	114		
*	J1630012	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE C, 6 FOOT POSTS	FOOT	263		
*	J1630020	GALVANIZED STEEL POST, 6 FOOT	EACH	34		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	2		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	14		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	9		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T8	EACH	3		
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T8B	EACH	6		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	4		
*	J1635010	ROADWAY DELINEATORS	EACH	50		
*	J1637003	CONCRETE BARRIER, DOUBLE FACE, 42 INCH	FOOT	60		
*	J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	365		
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	365		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	28,119		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 8'	FOOT	51		
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	8		
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	98		
*	J1703920	PAVEMENT MARKING TAPE, TYPE III, 6 INCH (BLACK)	FOOT	5,000		
*	J1703930	PAVEMENT MARKING TAPE, TYPE III, 8 INCH (BLACK)	FOOT	6,000		
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	610		
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	96		

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*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	1,205		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	40		
*	J1811282	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., STAINLESS STEEL	FOOT	10		
*	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2,000		
*	JS120810	HEADWALL GRATES	POUND	433		
*	JS120710	ENERGY ATTENUATOR	EACH	2		
*	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	240		
*	JS120720	ENERGY ATTENUATOR REMOVAL	EACH	2		
*	JS120809	PVC DRAIN PIPE (8 IN.)	FOOT	13		
*	JS120813	REMOVE EXISTING DRAIN PIPE	FOOT	13		
*	JS120816	REPLACE EXISTING SCUPPER GRATE	EACH	4		
*	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,874		
*	JS250220	SEEDING, CLASS 2E	ACRE	0.25		
*	JS250318	SEEDING, CLASS 4F	ACRE	0.50		
*	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	3		
*	JS280050	SILT FENCE	FOOT	110		
*	JS280051	RE-ERECT SILT FENCE	FOOT	55		
*	JS280305	TEMPORARY DITCH CHECKS	FOOT	210		
*	JS670C00	FIELD OFFICE, TYPE C	CAL MO	11		
*	JS671010	MOBILIZATION, TOLLWAY	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
*	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	7		
*	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	110		
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	523		
*	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	459		
*	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	775		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100500	TREE REMOVAL, ACRES	ACRE	0.5	18,000.00	9,000.00
	20101000	TEMPORARY FENCE	FOOT	1,060	15.00	15,900.00
	20200100	EARTH EXCAVATION	CU YD	1,351	50.00	67,550.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	300	50.00	15,000.00
	20300100	CHANNEL EXCAVATION	CU YD	1,287	50.00	64,350.00
	20400800	FURNISHED EXCAVATION	CU YD	70	1.00	70.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	70	125.00	8,750.00
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	72	50.00	3,600.00
	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	370	4.43	1,639.10
	25000210	SEEDING, CLASS 2A	ACRE	0.5	10,000.00	5,000.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30	10.00	300.00
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	90	10.00	900.00
	28100107	STONE RIPRAP, CLASS A4	SQ YD	2	250.00	500.00
	28100109	STONE RIPRAP, CLASS A5	SQ YD	1,026	65.00	66,690.00
	28200200	FILTER FABRIC	SQ YD	1,026	3.00	3,078.00
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	28	27.00	756.00
	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	15,796	5.75	90,627.00
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	1,804	7.50	13,530.00
	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	11,324	5.35	60,583.40
	44000400	GUTTER REMOVAL	FOOT	1,712	11.48	19,619.52
	44004250	PAVED SHOULDER REMOVAL	SQ YD	530	23.02	12,200.60
	44213000	PATCHING REINFORCEMENT	SQ YD	60	47.35	2,841.00
	44213200	SAW CUTS	FOOT	11,160	7.00	78,120.00
	44213204	TIE BARS 3/4"	EACH	1,774	15.00	26,610.00
	50102400	CONCRETE REMOVAL	CU YD	5.4	322.28	1,740.31
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1	480.35	480.35

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50157300	PROTECTIVE SHIELD	SQ YD	2,567	80.00	205,360.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	2.1	3,000.00	6,300.00
GBSP	50606701	CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	LSUM	1	57,500.00	57,500.00
	50800105	REINFORCEMENT BARS	POUND	312	5.55	1,731.60
	50901750	PARAPET RAILING	FOOT	388	168.82	65,502.16
	54002100	EXPANSION BOLTS 5/8 INCH	EACH	45	25.42	1,143.90
	54213450	END SECTIONS 15"	EACH	1	2,565.00	2,565.00
	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	55	182.20	10,021.00
	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	33	580.10	19,143.30
*	55100700	STORM SEWER REMOVAL 15"	FOOT	10	59.75	597.50
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	4,928.00	4,928.00
	60262700	INLETS TO BE RECONSTRUCTED	EACH	2	601.00	1,202.00
	63200310	GUARDRAIL REMOVAL	FOOT	3,509	6.23	21,861.07
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	45,920	1.00	45,920.00
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	129,151	0.90	116,235.90
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	5,000	1.80	9,000.00
BDE	70300912	PAVEMENT MARKING TAPE, TYPE IV 12"	FOOT	110	3.00	330.00
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	4	6,700.32	26,801.28
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	360	17.00	6,120.00
	73000100	WOOD SIGN SUPPORT	FOOT	8	100.00	800.00
	73400100	CONCRETE FOUNDATIONS	CU YD	3.4	2,148.50	7,304.90
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	2,900	2.50	7,250.00
	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	200	5.35	1,070.00
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	300	10.00	3,000.00
*	89502380	REMOVE EXISTING HANDHOLE	EACH	2	340.00	680.00
	A2000112	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	1,500.00	4,500.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	A2002912	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	9	1,500.00	13,500.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	A2006512	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	1,500.00	4,500.00
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	10	299.62	2,996.20
*	X0322587	CONSTRUCTION ACCESS	EACH	1	50,000.00	50,000.00
*	X0323491	SLOPE WALL CRACK SEALING	FOOT	2,025	32.28	65,367.00
*	X0324028	GROUT FOR USE WITH RIPRAP	CU YD	3	874.71	2,624.13
*	X2600011	REMOVE AND RELOCATE SIGN PANEL	EACH	4	472.80	1,891.20
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	450	3.50	1,575.00
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	30	5.78	173.40
*	X7010218	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	EACH	1	49,900.00	49,900.00
*	Z0007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	LSUM	1	5,000.00	5,000.00
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	10	325.08	3,250.80
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	38	34.18	1,298.84
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300	30.00	9,000.00
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	797	5.00	3,985.00
*	J1406037	MATERIAL TRANSFER DEVICE	TON	4,544	4.00	18,176.00
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	2,131	128.00	272,768.00
*	J1406056	TEST STRIP (WMA STONE MATRIX ASPHALT)	EACH	1	15,000.00	15,000.00
*	J1406064	POLYMERIZED WARM MIX LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	83	335.00	27,805.00
*	J1406107	ASPHALT TACK COAT	POUND	56,683	0.01	566.83
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,378	120.00	165,360.00
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	28	61.87	1,732.36
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	3,501	37.00	129,537.00
*	J1442833	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE I, 12 INCHES	SQ YD	2	450.00	900.00
*	J1442834	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE II, 12 INCHES	SQ YD	32	450.00	14,400.00

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*	J1442838	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS A, TYPE IV, 12 INCHES	SQ YD	133	450.00	59,850.00

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*	J1442873	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE I, 12 INCHES	SQ YD	80	450.00	36,000.00
*	J1442874	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 12 INCHES	SQ YD	1,688	450.00	759,600.00
*	J1442875	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 12 INCHES	SQ YD	80	450.00	36,000.00
*	J1442894	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 12 INCHES	SQ YD	153	450.00	68,850.00
*	J1442905	DOWEL BARS 1 1/2"	EACH	9,076	25.00	228,900.00
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	21,390	0.25	5,347.50
*	J1451110	CRACK SEALING	POUND	4,102	3.00	12,306.00
*	J1451160	CRACK FILLING	FOOT	128,569	0.68	87,426.92
*	J1481050	AGGREGATE SHOULDERS, TYPE B	CU YD	204	70.00	14,280.00
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	362	70.00	25,340.00
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	165	30.00	4,950.00
*	J1482004	HOT-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	122	120.00	14,640.00
*	J1483400	PORTLAND CEMENT CONCRETE SHOULDERS (JOINTED) 9"	SQ YD	44	400.00	17,600.00
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	1	240.00	240.00
*	J1520022	REPLACE STRIP SEAL GLANDS	FOOT	568	60.00	34,080.00
*	J1542010	END SECTION REMOVAL	EACH	1	240.00	240.00
*	J1587002	BRIDGE DECK CONCRETE CRACK SEALER (SPECIAL)	SQ FT	407,506	1.38	562,358.28
*	J1602030	CATCH BASIN, TYPE G-2	EACH	1	5,370.00	5,370.00
*	J1602530	CATCH BASIN TO BE ADJUSTED (SPECIAL)	EACH	21 (19)	1,455.00	27,845.00
*	J1604020	FRAMES AND GRATES, TYPE G-3	EACH	2	694.00	1,388.00
*	J1604025	FRAMES AND GRATES, TYPE G-3 MODIFIED	EACH	1	694.00	694.00
*	J1606000	CONCRETE CURB TYPE C	FOOT	167	46.00	7,682.00
*	J1606010	GUTTER, TYPE G-2	FOOT	1,229	45.00	55,305.00
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	37	48.00	1,778.00

30555.00

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*	J1606020	GUTTER, TYPE G-3	FOOT	500	50.00	25,000.00
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	323	47.00	15,181.00

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*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	2,677	23.26	62,267.02
*	J1630007	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT POSTS	FOOT	114	42.88	4,888.32
*	J1630012	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE C, 6 FOOT POSTS	FOOT	263	62.06	16,321.78
*	J1630020	GALVANIZED STEEL POST, 6 FOOT	EACH	34	116.97	3,976.98
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	2	2,540.16	5,080.32
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	14	2,135.16	29,892.24
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	9	1,013.58	9,122.22
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	3	3,086.82	9,260.46
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	6	3,206.82	19,240.92
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	4	342.78	1,371.12
*	J1635010	ROADWAY DELINEATORS	EACH	50	40.73	2,036.50
*	J1637003	CONCRETE BARRIER, DOUBLE FACE, 42 INCH	FOOT	60	215.00	12,900.00
*	J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	365	269.60	98,404.00
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	365	229.30	83,694.50
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	28,119	0.50	14,059.50
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	51	51.27	2,614.77
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	8	378.36	3,026.88
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2	378.36	756.72
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	98	10.15	994.70
*	J1703920	PAVEMENT MARKING TAPE, TYPE III, 6 INCH (BLACK)	FOOT	5,000	1.50	7,500.00
*	J1703930	PAVEMENT MARKING TAPE, TYPE III, 8 INCH (BLACK)	FOOT	8,000	3.00	24,000.00
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	610	24.73	15,085.30
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	96	120.00	11,520.00
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	1,205	17.00	20,485.00
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	40	7.89	315.60
*	J1811282	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., STAINLESS STEEL	FOOT	10	126.60	1,266.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2,000	8.08	16,160.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS120610	HEADWALL GRATES	POUND	433	4.95	2,143.35
*	JS120710	ENERGY ATTENUATOR	EACH	2	42,186.69	84,373.38
*	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	240	99.57	23,896.80
*	JS120720	ENERGY ATTENUATOR REMOVAL	EACH	2	994.32	1,988.64
*	JS120609	PVC DRAIN PIPE (8 IN.)	FOOT	13	221.15	2,874.95
*	JS120813	REMOVE EXISTING DRAIN PIPE	FOOT	13	193.25	2,512.25
*	JS120816	REPLACE EXISTING SCUPPER GRATE	EACH	4	555.18	2,220.72
*	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,874	37.55	70,368.70
*	JS250220	SEEDING, CLASS 2E	ACRE	0.25	10,000.00	2,500.00
*	JS250318	SEEDING, CLASS 4F	ACRE	0.5	10,000.00	5,000.00
*	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	3	4,000.00	12,000.00
*	JS280050	SILT FENCE	FOOT	110	20.00	2,200.00
*	JS280051	RE-ERECT SILT FENCE	FOOT	55	18.00	990.00
*	JS280305	TEMPORARY DITCH CHECKS	FOOT	210	30.00	6,300.00
*	JS670C00	FIELD OFFICE, TYPE C	CAL MO	11	3,000.00	33,000.00
*	JS671010	MOBILIZATION, TOLLWAY	L SUM	1	695,000.00	695,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	241,700.00	241,700.00
*	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	7	5,830.00	40,810.00
*	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	110	33.05	3,635.50
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	523	16.05	8,394.15
*	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	459	37.10	17,028.90
*	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	775	40.44	31,341.00
*	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,540	49.70	76,538.00
*	JS813001	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 8"	EACH	1	2,912.00	2,912.00
*	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	55	450.00	24,750.00
*	JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8	810.00	6,480.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	10	3,700.00	37,000.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	3	3,405.00	10,215.00
*	JS816072	UNIT DUCT, WITH 2-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	360	15.70	5,652.00
*	JS816076	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	9,012	12.10	109,045.20
*	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	6,845	1.45	12,825.25
*	JS817212	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	3,531	1.25	4,413.75
*	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	902	645.00	581,790.00
*	JS821110	UNDERPASS LUMINAIRE, LED	EACH	67	1,020.00	68,340.00
*	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	4	2,598.00	10,392.00
*	JS830015	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., TWO 6 FT. MAST ARMS	EACH	1	2,472.00	2,472.00
*	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	26	1,080.00	28,080.00
*	JS836006	LIGHT POLE FOUNDATION (ROADWAY) MEDIAN, TYPE 2	EACH	1	2,995.00	2,995.00
*	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4	440.00	1,760.00
*	JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	67	150.00	10,050.00
*	JS842105	POLE FOUNDATION, REMOVED	EACH	26	320.00	8,320.00
*	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	12,000.00	12,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	245,000.00	245,000.00
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	60	98.08	5,884.80
*	JT420060	SLAB JACKING, SPECIAL	POUNT	350	7.50	2,625.00
*	JT420120	CONCRETE PAVEMENT JOINT RESEALING.	FOOT	87	3.01	261.87
*	JT485040	PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT	SQ YD	90,851	5.03	455,974.53
*	JT485102	STANDARD JOINTED PRECAST CONCRETE PAVEMENT SLABS, 12.5'	SQ FT	10,909	62.00	676,358.00
*	JT485104	STANDARD JOINTED PRECAST CONCRETE PAVEMENT SLABS, 13.5'	SQ FT	2,673	62.00	165,726.00
*	JT485106	CUSTOM JOINTED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	7,002	64.00	448,128.00
*	JT485110	CUSTOM CRC ISOLATED PRECAST CONCRETE PAVEMENT SLABS	SQ FT	709	65.00	46,085.00
*	JT485112	CUSTOM CRC CONSECUTIVE PRECAST CONCRETE PAVEMENT SLABS	SQ FT	1,388	65.00	90,220.00
*	JT485120	TEMPORARY PARTIAL DEPTH PRECAST CONCRETE PAVEMENT SLABS	SQ FT	160	100.00	16,000.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT485200	ULTRA-HIGH PERFORMANCE CONCRETE JOINTING OF PRECAST PAVEMENTS	CU FT	80	415.87	33,269.60
*	JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	25	450.00	11,250.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT503033	ACCELERATED APPROACH SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	12	450.00	5,400.00
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	197	156.23	30,777.31
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	13	233.25	3,032.25
*	JT503100	FIBER WRAP REPAIR	SQ FT	53	103.20	5,469.60
*	JT503110	BEAM PRELOAD	L SUM	1	9,920.00	9,920.00
*	JT503400	FAST DECK SLAB REPAIR (PARTIAL) - SPECIAL	SQ YD	4	450.00	1,800.00
*	JT503430	FAST APPROACH SLAB REPAIR (PARTIAL)	SQ YD	10	450.00	4,500.00
*	JT503440	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	1	450.00	450.00
*	JT503450	FAST APPROACH SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	24	450.00	10,800.00
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	77,656	0.97	75,326.32
*	JT525100	EXPANSION JOINT RESTORATION	FOOT	417	138.20	57,629.40
*	JT525125	BONDED PREFORMED JOINT SEAL, 2 IN.	FOOT	1,454	50.00	72,700.00
*	JT525225	BONDED PREFORMED JOINT SEAL REPLACEMENT, 2 IN.	FOOT	125	60.00	7,500.00
*	JT525230	BONDED PREFORMED JOINT SEAL REPLACEMENT, 3 IN.	FOOT	360	80.00	28,800.00
*	JT525235	BONDED PREFORMED JOINT SEAL REPLACEMENT, 4 IN.	FOOT	438	100.00	43,800.00
*	JT594012	SLOPED HEADWALL, TYPE III, 12"	EACH	1	2,996.95	2,996.95
*	JT524015	BRIDGE DECK CONCRETE SEALER	SQ FT	38,896	0.97	37,729.12
*	JT637035	CONCRETE BARRIER BASE FOR DOUBLE FACE	FOOT	60	95.00	5,700.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DA	14	75.00	1,050.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	6	350.00	2,100.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	3	900.00	2,700.00
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	1.00	400.00	400.00
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	175,911	0.50	87,955.50
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	21,648	0.75	16,236.00
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	23,365	1.30	30,374.50
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	100,015	1.65	165,024.75

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	800	1.50	1,200.00
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	250	2.25	562.50

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	1,200	4.00	4,800.00
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	127,236	1.75	222,663.00
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	98	130.67	12,805.66
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	443	6.00	2,658.00
*	JT785060	FLEXIBLE DELINEATOR CURB SYSTEM, INSTALLED	FOOT	1,000	50.00	50,000.00
*	JT785070	REMOVE FLEXIBLE DELINEATOR CURB SYSTEM	FOOT	800	3.00	2,400.00
*	JT825110	UPGRADE EXISTING LIGHTING CONTROLLER	EACH	10	4,460.00	44,600.00
*	JT825121	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 1	EACH	1	400.00	400.00
*	JT825122	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 2	EACH	1	510.00	510.00
*	JT825123	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 3	EACH	1	400.00	400.00
*	JT825124	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 4	EACH	1	400.00	400.00
*	JT825125	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 5	EACH	1	250.00	250.00
*	JT825126	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 6	EACH	1	400.00	400.00
*	JT825127	REPAIR EXISTING LIGHTING CONTROLLER, LOCATION 7	EACH	1	510.00	510.00
*	JT836012	CAMERA POLE FOUNDATION STEEL HELIX (10 FT.)	EACH	1	1,365.00	1,365.00
*	JT844006	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	26	1,110.00	28,860.00
*	JT900045	GROUND MOUNTED LIGHT POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2	2,055.00	4,110.00
*	JT900047	WALL MOUNTED LIGHT POLE, GALVANIZED STEEL, 35 FT., WITHOUT MAST ARMS	EACH	2	1,730.00	3,460.00
*	JT900017	VIRTUAL WEIGH-IN-MOTION SYSTEM	EACH	1	235,900.00	235,900.00
*	JT900206	CHAIN LINK FENCE REPAIR	FOOT	822	25.56	21,010.32
*	JT900305	MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	143,331	3.79	543,224.49
*	JT900412	CURED-IN-PLACE PIPE LINER, 12"	FOOT	173	132.04	22,842.92
*	JT900415	CURED-IN-PLACE PIPE LINER, 15"	FOOT	1,210	109.12	132,035.20
*	JT900418	CURED-IN-PLACE PIPE LINER, 18"	FOOT	839	93.85	78,740.15
*	JT900424	CURED-IN-PLACE PIPE LINER, 24"	FOOT	255	151.68	38,678.40
*	JT900430	CURED-IN-PLACE PIPE LINER, 30"	FOOT	325	201.88	65,611.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900436	CURED-IN-PLACE PIPE LINER, 36"	FOOT	335	229.16	76,768.60

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900460	CURED-IN-PLACE PIPE LINER, 60"	FOOT	305	601.27	183,387.35
*	JT900530	POLYURETHANE SOIL STABILIZATION	POUND	2,683	7.50	20,122.50
*	JT900532	INJECT POLYURETHANE FOAM	POUND	10	7.50	75.00
*	JT990170	SPLASH BLOCK	EACH	1	957.86	957.86
TOTAL AMOUNT OF CORE WORK						11,655,071.19

*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000	1.00	10,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	5,000	1.00	5,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	30,000	1.00	30,000.00
*	JT154015	ALLOWANCE FOR UNFORSEEN DRAINAGE WORK	UNIT	40,000	1.00	40,000.00
*	JT701030	SUPPLEMENTAL BARRICADE	EA/DAY	20	1.00	20.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	1,000	20.00	20,000.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	100	25.00	2,500.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	10	150.00	1,500.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MO	15	600.00	9,000.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	5	500.00	2,500.00
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02(b)(1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		(2,500.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		(2,500.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b)(3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(2,100.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(3,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG51	NON-COMPLIANCE WITH PATCHING BARRICADES PER PORTLAND CEMENT CONCRETE PATCHING SPECIAL PROVISION	INC/DAY		(500.00)	
	999NEG52	FAILURE TO RESPONDE FOR PATCHING BARRICADES PER PORTLAND CEMENT CONCRETE PATCHING SPECIAL PROVISION	OCCUR		(500.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG55	DAMAGE TO TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5	OCCUR		See Note 2	
	999NEG90	ONE LANE OR RAMP BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(3,000.00)	
	999NEG91	TWO LANES BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK						\$ 120,520.00

TOTA	MOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID	\$ 11,775,591.19
	ECP BID CREDIT	\$ 160,912.72
	AWARD CRITERIA	\$ 11,614,678.47

+ 2910.00
11,778,501.19
65.

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OPENED 1/13 2017
 BOND OR CHECK ENCLOSED: YES NO
[Signature]

\$11,778,501.19 ✓
QTY Adjustment
See Pg. P-8

01/13/2017
65.

Illinois State Toll Highway Authority - Bidder List

Project Number: RR-16-4273

Project Description: Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294)
from M.P. 0.0 to M.P. 8.25

Advertisement Date: 11/17/2016

Bid Opening Date: 1/13/2017



No.	Contractor	DBE Waiver	Bid	ECP Submitted	ECP Used	Award Criteria
1	Judlau Contracting, Inc.	No	\$11,778,501.19	\$160,912.72	\$0.00	\$11,778,501.19
2	Superior Construction Co., Inc.	No	\$12,160,142.01	\$214,086.47	\$0.00	\$12,160,142.01
3	R.W. Dunteman Co.	No	\$12,415,933.80	\$121,035.43	\$0.00	\$12,415,933.80
4	Lorig Construction Company	No	\$12,596,541.58	\$250,000.00	\$0.00	\$12,596,541.58
5	K-Five Construction Corporation	Yes	\$12,687,965.62	\$244,798.91	\$0.00	\$12,887,965.62
6	F. H. Paschen, S.N. Nielsen & Assoc., LLC	No	\$14,393,143.58	\$250,000.00	\$0.00	\$14,393,143.58
7	Plote Construction, Inc.	No	\$14,492,384.64	\$250,000.00	\$0.00	\$14,492,384.64
8	Walsh Construction Company II, LLC	No	Non-Responsive			Non-Responsive

No. 00412

Illinois State Toll Highway Authority

This Certifies that Judlau Contracting Inc. has earned a total of \$39,877.29 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 3-November-2016



The owner of this certificate #00412 is tendering \$39,877.29 credits for use on bid for contract #RR-16-42730n (date) 01/13/2017. I understand that any credits not utilized for a winning bid will be returned.

Signed: _____

Certificate No.

00412

Issued To:

Judlau Contracting Inc.

Dated:

November 3, 2016

In the Amount of:

\$39,877.29

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

06/06/2016 - 10/09/2016

Chianti Moore

No. 00422

Illinois State Toll Highway Authority

This Certifies that John Burns Construction Co. has earned a total of \$121,035.43 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 21-December-2016



The owner of this certificate # 00422 is tendering \$ 121,035.43 credits for use on bid for contract # RR-16-4273 on (date) 1-13-17. I understand that any credits not utilized for a winning bid will be returned.

Signed:  _____
Scott Becker, President

Certificate No.

00422

Issued To:

John Burns Construction Co.

Dated:

December 21, 2016

In the Amount of:

\$121,035.43

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

10/30/2016 - 11/26/2016

Marcus Jones, Alexander Johnson, DeLauren Cook, Benjamin Brennan

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-16-4273
ROADWAY AND BRIDGE REPAIRS AND PRESERVATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 0.0 TO MILEPOST 8.25
SCHEDULE OF PRICES - ADDENDUM 3

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

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

Note 2: The deduction will be according to S.P. 115.5. The Contractor should leave the unit price value blank.

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$250,000.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. The base bid is to be clearly identified on Base Bid Line. Base Bid = Total Amount of Core Work + Total Amount of Contingency Work
- B. ECP Bid Credit Line is to include the total amount of bid credits applied to the bid;
- C. Award Criteria Line is to include the Award Criteria.
(Base Bid line minus ECP Bid credit line equals Award Criteria Line).

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-16-4273 as specified in S.P. 103.1

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$ _____, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$ 5% _____, with a corporate surety authorized to do business in the State of Illinois.

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract RR-16-4273, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

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

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

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

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

Unless otherwise specified, a current Illinois Department of Transportation "Certificate of Eligibility" shall be included with this Bid, or shall be submitted within twenty-four (24) hours after the Bid Opening. **Failure to meet this requirement shall be grounds for rejection of the bid, per Article 102.13 of the Tollway Supplemental Specifications.**

The undersigned submits herewith, completely filled out, forms of the Authority entitled "Plant and Equipment Questionnaire" and "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

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

The undersigned is an individual)
 a Corporation) x
 a Joint Venture)

New York

having principal office at College Point, NY and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 4th day of January, 2017, by its President,
thereunto duly authorized.

 (SEAL)

(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name Address

Name Address

Name Address

INCORPORATED:

Ashok Patel 26-15 Ulmer Street, College Point, NY 11354

President Address

Arnav Amin 1011 Warrenville Rd., #195, Lisle, IL 60532

Vice-President Address

Cesar Pereira 26-15 Ulmer Street, College Point, NY 11354

Secretary Address

Martin Saitzyk 26-15 Ulmer Street, College Point, NY 11354

Treasurer Address

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:

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Vendor Name:

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-16-4273

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	Arnav Amin	630-568-6640	aamin@judlau.com
Plant and Equipment Questionnaire	Arnav Amin	630-568-6640	aamin@judlau.com
Progress Schedule	Arnav Amin	630-568-6640	aamin@judlau.com
Current Contractual Obligations	Martin Saitzyk	718-554-2320	msaitzyk@judlau.com
Bid Guaranty	Paul Healy	617-457-7719	paul.healy@aon.com
Financial Statement	Martin Saitzyk	718-554-2320	msaitzyk@judlau.com
DBE Utilization Plan	Arnav Amin	630-568-6640	aamin@judlau.com
EEO Program	Abby Reich	718-554-2320	areich@judlau.com
Veteran's Utilization Plan	Arnav Amin	630-568-6640	aamin@judlau.com
Financial Disclosures	Cesar Pereira	718-554-2320	cpereira@judlau.com
Standard Business Terms and Conditions	Arnav Amin	630-568-6640	aamin@judlau.com

MANAGEMENT AND SUPERVISORY PERSONNEL

NAME	FIELD OF EXPERTISE	PRESENT POSITION WITH APPLICANT FIRM	YRS. OF RELATED EXPERIENCE	In What Capacity
Tom Iovino, P.E.	Heavy Construction	Owner / CEO	30 +	400 M
Ashok Patel, P.E.	Heavy Construction	President of Judlau Companies	30	400 M
Cesar Perreira	Heavy Construction	General Counsel/ V.P.	9	
Eric Rogan	Heavy Construction	Director of Risk Management	20	400 M
Richard Ocken	Heavy Construction	Vice President of Operations	30	400 M
Jorge Silva	Heavy Construction	Operations Manager	15	400 M
Martin Saitzyk	Heavy Construction	Chief Financial Officer	15	
Amav Amin	Heavy Construction	V.P. Central Division	20	
Shamik Amin	Heavy Construction	Senior Estimator Central Div.	20	
Jamie LoPrinzi	Heavy Construction	Claims Manager	18	
Johanna Velasco	Heavy Construction	AP Accounts Manager	15	
Wes Bernel	Heavy Construction	Chief Estimator	30 plus	400 M
Elias Sadiq	Heavy Construction	Chief Estimator/ V.P. Special Projects	30	400 M
Paul Critelli	Heavy Construction	Utilities Coordinator	15	120 M
Vincent Sefershayyan, P.E.	Heavy Construction	Project Executive	19	50 M
Todd Mace	Heavy Construction	Quality Director	12	200 M
Larry Korgood	Heavy Construction	V.P. of Estimating	17	180 M
John Ventimiglia	Heavy Construction	Project Manager	20	150 M
Kurt Ohlenschlager	Heavy Construction	Project Manager	23	200 M
Michael Iovino	Heavy Construction	Superintendent	30	120 M
Manny Lado	Heavy Construction	Superintendent	18	120 M
Fatmir Kastrati	Heavy Construction	Project Manager	12	120 M
Jose Siso	Heavy Construction	Foreman	25	200 M
Rafael Atilas	Heavy Construction	Project Engineer	10	120 M
Dave Summa	Heavy Construction	Project Engineer	10	120 M
Cari Balzofiore	Heavy Construction	Foreman	10	120 M
Sherman Jones	Heavy Construction	Assist. Project Manager	10	200 M
Peter Constant	Heavy Construction	QA/QC Coordinator	35	200 M



Vehicles and Equipment that are registered and have plates 2015

Vehicle	YEAR & MAKE	VEHICLE TYPE	PLATE NO.	VIN/SERIAL NO.	Value	Max Weight	NOTES	INSURED BY
CV-20	2013 Chevy	Cargo Van 2500	22445ME-Com	1GCWGFFA4D1192371	\$22,575.23	8,600 VAN		JUDLAU
CV-21	2014 Chevy	Cargo Van 2500	22443ME-Com	1GCWGFFA8E1103080	\$22,030.86	8,600 VAN		JUDLAU
CV-22	2014 Chevy	Cargo Van 2500	22444ME-Com	1GCWGFFA1E1109982	\$23,660.00	8,600 VAN		JUDLAU
CV-23	2013 Chevy	Cargo Van 2500	22442ME-Com	1GCWGFAXD1188776	\$24,752.73	8,600 VAN		JUDLAU
CV-24	2013 Chevy	Cargo Van 2500	22444ME-Com	1GCWGFFA1E1109982	\$23,660.00	8,600 VAN		JUDLAU
CV-25	2013 Chevy	Cargo Van 2500	22442ME-Com	1GCWGFAXD1188776	\$24,752.73	8,600 VAN		JUDLAU
CV-26	2014 Chevy	Cargo Van 2500	22443ME-Com	1GCWGFFA8E1103080	\$22,030.86	8,600 VAN		JUDLAU
CV-27	2014 Chevy	Cargo Van 2500	22444ME-Com	1GCWGFFA1E1109982	\$23,660.00	8,600 VAN		JUDLAU
CV-28	2014 GMC	Savana Cargo Van 2500	51862MH-Com	1GTW7FCA6E1301308	\$23,400.00	8,600 VAN		JUDLAU
CV-29	2014 GMC	Savana Cargo Van 2500	51860MH-Com	1GTW7FCA6E1301302	\$23,400.00	8,600 VAN		JUDLAU
CV-30	2014 GMC	Savana Cargo Van 2500	51859MH-Com	1GTW7FCA6E1301307	\$23,400.00	8,600 VAN		JUDLAU
CV-31	2014 GMC	Savana Cargo Van 2500	51861MH-Com	1GTW7FCA6E1301303	\$23,400.00	8,600 VAN		JUDLAU
T-104	2011 Peterbilt	Dump Truck	19602PB-App	1NPTX0EX9BD115764	\$133,226.00	72,500 EX Heavy		JUDLAU
T-24	2008 Peterbilt	365-Flat Truck	21446PB-App	1NPSLDX48N761028	\$250,000.00	73,750 EX Heavy		JUDLAU
T-89	2008 Kenworth	T-800 Triaxle	20666PB-APP	1NKDL00X78J223422	\$214,000.00	73,750 EX Heavy		JUDLAU
T-91	1995 WH/GM	Flat Truck	71368JY-Com	4V2SCBDFXSR514685	\$15,000.00	68,000 EX Heavy		JUDLAU
T-90	1997 Freightliner	Stake Truck	60294JY-Com	1FV6HFAA5VH739472	\$10,000.00	33,000 Heavy TK		JUDLAU
SU-1	2004 Kia	Sorento	78423JZ	KNDJC733X45274339	\$5,000.00	6,000 PP		JUDLAU
CV-80	2005 Freightliner	3500 shc util.van	69776JU-Com	WDYFD444X55830751	\$35,762.24	9,990 LT Truck		JUDLAU
CV-59	2005 GMC Subn	3500HD Van	87660JS-Com	1GTHG35U751103154	\$26,889.52	9,600 LT Truck		JUDLAU
V-38	2013 Isuzu	NQR	FX398969	JALE5W16XD7900767	\$70,222.42	17,950 MD Truck		JUDLAU
V-39	2011 Isuzu	NRR Boxtruck	FX398968	JALE5W169B7901440	\$68,304.04	17,950 MD Truck		JUDLAU
T-105	2006 Kenworth	T-800 Tractor	35620TR-Trc	1XKDFBEX86J139735	\$88,000.00	80,000 EX Heavy		JUDLAU
V-93	2008 UD-Box	1800CS Van	31576JY-Com	JNAMC51H88AC70059	\$54,911.00	17,995 MD Truck		JUDLAU
T-1	2000 Peterbilt	TRACTOR	21318TR-Com	1XP5DB0X1YN549304	\$120,000.00	120,000 EX Heavy		JUDLAU
T-77	2005 Peterbilt	Dump Truck	46411JS-Com	2NPLHD7X65M861055	\$79,296.25	33,000 Heavy TK		JUDLAU
T-97	2010 Peterbilt	Dump Truck	54253JZ-Com	1NPTX0EX2AD798454	\$167,588.84	70,000 EX Heavy		JUDLAU
T-99	2008 GMC	Stake Truck	84272JY-Com	J8DE5W16787900120	\$45,000.00	17,950 MD Truck		JUDLAU
T-85	2006 Western Star	Tractor	11278TR-TRC	5KKHAECK36PW59196	\$113,120.00	80,000 EX Heavy		JUDLAU
CV-88	2007 Freightliner	Step Van	D91236P-App	WDYFD444X55830751	\$35,762.24	9,990 LT Truck	SOLD	
V-87	2007 Sterling	360 Van	94285JW-Com	JLSCCH1547K000786	\$49,524.52	17,995 MD Truck		JUDLAU
V-88	2007 Sterling	360 Van	94286JW-Com	JLSCCJ1SX7K010648	\$49,524.52	17,995 MD Truck		JUDLAU
CV-35	2006 GMC	Savana Van	87671L-Com	1GTHG35U751128524	\$3,000.00	9,600 LT Truck	SOLD	
CV-67	2005 GMC	Savana Van	87671L-Com	1GTHG35U751128524	\$3,000.00	9,600 LT Truck		JUDLAU
ST-40	2002 International	4900 Flat Bed	39626JS-Com	1HTMMAAN32H549298	\$59,008.62	33,000 Heavy TK		JUDLAU
T-51	2003 Peterbilt	TRUCK	85405JF-Com	2NPNHD7X53M803329	\$48,000.00	33,000 Heavy TK		JUDLAU
T-78	2006 Peterbilt	Boom Truck	11291TR-Trac	1XPAD80X46N631281	\$114,030.00	120,000 EX Heavy		JUDLAU
V-107	2010 Isuzu	Step-Van	30379MA-Com	JALE5W16XA7900618	\$61,631.95	17,950 MD Truck		JUDLAU
V-108	2010 Isuzu	Step-Van	30380MA-Com	JALE5W168A7900651	\$61,631.95	17,950 MD Truck		JUDLAU
SUV-2	2010 GMC	Subn	EXR4848-Pas	1GKUKFDJ9AR196913	\$61,187.75	5,833 LT Truck		JUDLAU
SUV-4	2015 BUICK	ENCLAVE				LT Truck	NEW	ENTERPRISE
T-101	2008 UD - Box	Stake Truck	65427JZ-Com	JNAMC51H78AC70022	\$49,595.00	17,999 MD Truck		JUDLAU
T-103	2005 Mitsubishi	Stake Truck	30038KA-Com	JL6CCG1S06K001439	\$12,009.12	17,995 MD Truck		JUDLAU

T-81	2002 GMC	Welding Truck	46186JS-Com	J8DC4B14127003433	\$25,000.00	14,500	MD Truck	JUDLAU
T-92	2001 Inter.	Traffic Cont. Dev.	19925JZ-Com	1HTSCAALX1H329230	\$37,500.00	25,500	Heavy TK	JUDLAU
T-S1	1997 CHEV.	UTIL	52793JC-Com	1GBM7H1J4VJ110509	\$45,000.00	33,000	Heavy TK	JUDLAU
Chambard	2000 Nissan	Nissan Altima	F20578D	1N4AC123009C100396	\$28,300.00	9,200	FF	SOLD
	2013 Buick	Verano	GCK9165	1G4PR5SK6D4122554	\$27,500.00	3,412	PP	JUDLAU
V-96	2008 UD - Box	1800CS Van	31575JY-Com	JNAMCS1H28AG70073	\$54,911.00	17,995	MD Truck	JUDLAU
T-85	2007 Kenwerth	T-300 Dumptrk	95326JW-Com	2NKMHZ7X97M198557	\$74,969.49	33,000	Heavy TK	JUDLAU
Moved to Family list	2013 Tesla	Model S						
PU-04	2007 GMC	Sierra Pick-Up	EBX1580-Pas	1GTEK19C27E529076	\$28,084.00	5,200	LT Truck	JUDLAU
PU-05	2007 GMC	2500HD Pick-Up	30573JK-Com	1GTHK24KX7E552929	\$33,500.00	9,200	LT Truck	JUDLAU
PU-06	2010 GMC	Sierra	48077MG-Com	3GTRKWE37AG218280	\$18,626.94	7,000	LT Truck	JUDLAU
PU-07	2013 GMC	Sierra K2500 HD	GAD5638-Pas	1GT22ZC84DZ184627	\$32,920.00	9,200	LT Truck	JUDLAU
PU-10	2015 DODGE	1800 CREW CAB	51863MH-Com	1C6RR7K131S718160	\$22,000.00	6,900	LT Truck	NEW
PU-11	2015 DODGE	1800 CREW CAB	TEMP	1C6RR7K131S718160	\$22,000.00	6,900	LT Truck	NEW
PU-12	2015 DODGE	1800 CREW CAB	51863MH-Com	1C6RR7K131S718160	\$22,000.00	6,900	LT Truck	NEW
PU-94	2008 Ford	F-150 Pickup	ERD7596-Pas	1FTRF12238KD24957	\$19,800.00	4,530	LT Truck	JUDLAU
PU-95	2008 Ford	F-150 Pickup	ERB1860-Pas	1FTRX12W48FB30771	\$19,800.00	4,806	LT Truck	JUDLAU
PU-98	2009 GMC	Pick up	84271JY-Com.	1GTHK44619F146324	\$27,000.00	9,200	LT Truck	JUDLAU
PU-106	2008 Ford	Pick-up	FAK1337-Pas	1FTRX12W28FB30770	\$19,800.00	4,806	LT Truck	JUDLAU
TCD-109	2009 INTERNATIONAL	BUS ATTENUATOR	39748H	1RAAGCRA28F51803	\$25,700.00	11,200	BUS	NEW
TCD-110	2009 INTERNATIONAL	BUS ATTENUATOR	39748H	1RAAGCRA28F51803	\$24,700.00	11,000	BUS	NEW
TCD-111	2009 INTERNATIONAL	4300 SBA 4X2 ATTENUATOR	TEMP PLATE	1HTMMAANX9101957	\$90,600.00	11,442	MD Truck	NEW
TCD-112	2009 INTERNATIONAL	4300 SBA 4X2 ATTENUATOR	TEMP PLATE	1HTMMAANX9101957	\$90,600.00	11,442	MD Truck	NEW

Trailers	Yr/Make	Model/Type	Plate #	Vin/Serial #	Weight		
DT-13	2001 Homan	Dump Trailer 35 CY 30' long	A5094C1-SEM	5DMDS5CC08M002871	\$60,000.00	85,000	SOLD
DT-14	2015 SPACIFIC	DUMP TRAILER	DG79441-SEM	US90S304413100072	\$86,734.64	23,660	NEW
FT-02	1995 GT. DANE	Trailer Flatbed	AA75775-TRL	IGRDM9022SM080902	\$8,000.00	12,500	JUDLAU
FT-15	1990 EAGER	6 Ton tag along trailer	AD11064-TRL	112AAH176L035515	\$3,734.63	12,200	JUDLAU
FT-6666	2009 Landoll	Landall Trailer 45'	AU76021-TRL	1LH435UH991B16666	\$69,000.00	87,000	JUDLAU
FT-23	1995 TRL KING	20 Ton - tag along trailer	AA75774-TRL	ITKCO2429SM062523	\$10,454.60	47,960	JUDLAU
FT-40	2005 FONTA.	Trailer Flatbed Stretch	AP25049-TRL	13N4482CX51528444	\$28,745.00	16,403	JUDLAU
FT-44	1990 FONTA.	Trailer Flatbed	AD10437-SEM	13N1452C8L1550344	\$8,000.00	17,000	JUDLAU
LB-1	1990 ROGER	Lowboy Trailer 45'	AA75772-SEM	1RBH48306LAR21522	\$49,738.96	15,410	JUDLAU
ST-0178	2010 Cross County	Single Axle Trailer	AW18537-LTR	431FS0722A1000178	\$2,300.00	700	JUDLAU
ST-0197	2010 Cross County	Single Axle Trailer	AW18536-LTR	431FS0726A1000197	\$2,300.00	700	JUDLAU
VT-60	2006 Vactron	Vacuum Trailer	AS81656 TRL	5HZBF19206LH62130	\$49,000.00	20,000	JUDLAU

BH-01	2007 CAT	446D P/SH	424295C-SPC	CAT0446DJD8L00686	\$132,500.00		JUDLAU
BH-03	2007 CAT	446D P/SH	424305C-SPC	CAT0446DCD8L00687	\$132,500.00		JUDLAU
BH-0458 aka BH-02	2005 CAT	446D Loader	379325C-SPC	CAT0446DKD8L00458	\$143,055.00		JUDLAU

RT-26/EX-0799	2004 - CAT	Exca. M315C	158499C-SPC	CATM315CCBDM00799	\$194,641.00		JUDLAU
RT-28/EX-0800	2005 Cat M315C	Wheeled Excav.	410785C-SPC	CATM315CTBDM00800	\$214,348.41		JUDLAU
RT-27/EX-0801	2005 - CAT	Exca. M315C	158435C-SPC	CATM315CPBDM00801	\$190,740.00		JUDLAU
RT-31	2010 CAT	M315D Excav	465045C-SPC	CATM315DAW5M00779	\$283,591.08		JUDLAU
RT-32	2008 Volvo	EW55B Excav	465145C-SPC	EW55BY30503	\$53,000.00		JUDLAU
RT-30	2008 CAT	315D Excav.	409875C-SPC	CATM315DPW5M00256	\$177,000.00		JUDLAU

See equipment list for non-registered Loaders

Cranes	Year/Make	Description	PLATE NO.	Serial #				
PL-10	2006 Komatsu	Loader WA450	15848SC-SPC	KMTWA058157A36476	\$327,000.00			JUDLAU
PL-1548	2002 Komatsu	Loader WA380	16265SC-SPC	A51548	\$157,000.00			JUDLAU
Crane-01	2003 Grove	Carry Deck 15 Ton	43346SC	320293	\$120,000.00			JUDLAU
Crane-03	2006 Grove	Tractor Crane	15597SM	225914	\$150,000.00	7500	NEW	JUDLAU

CHICAGO

	Yr/Make	Model/Type	Plate #	Vin/Serial #	Weight		NOTES	INSURED BY
I-100	2014 FORD	F-150	1497711B	1FTFX1ET4EFB32780	\$35,057.61	7,300	LT Truck	JUDLAU
I-101	2014 DODGE	RAM 1500	1684532B	1C6RR7KT0F8515467	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-102	2015 DODGE	RAM 1500	1589109B	1C6RR7KT0F8515467	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-103	2015 DODGE	RAM 1500	1684532B	1C6RR7FT2F8602783	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-104	2015 DODGE	RAM 1500	1734068B	1C6RR7FT2F8647267	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-105	2015 DODGE	RAM 1500	1786001B	3C6JR7DGNFG559982	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-106	2015 DODGE	RAM 1500	1734082B	3C6JR6DG9FG589291	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-107	2015 DODGE	RAM 1500	1734087B	3C6JR6DG3FG651879	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-108	2015 DODGE	RAM 1500	1765071B	3C6JR6DG9FG651823	\$31k	6,900	LT Truck	NEW ENTERPRISE
I-109	2015 DODGE	RAM 1500	1786006B	1C6RR7KTXFS782462	\$31k	6,900	LT Truck	NEW ENTERPRISE

WASHINGTON

	Yr/Make	Model/Type	Plate #	Vin/Serial #	Weight		NOTES	INSURED BY
PU-01	2013 Ford	F450 Crew Cab		1FD0W4GT8DEB54000			Reg in VA	JUDLAU
PU-02	2014 Chevrolet	Silverado 1500		1GCNCPH1EZ132479	\$21,555.00		Reg in VA	JUDLAU
PU-03	2014 Ford	F150		1FTMF1CM8EKD29271	\$24,806.22		Reg in Maryland	JUDLAU
PU-06	2008 DODGE	Ram 1500	VGE-2806	1D7BA14K38J2L2206	\$7,605.00	7,000	LT Truck	NEW JUDLAU
PU-09	2015 DODGE	Ram 1500	VGT9211	1C6RR7FT6F8683396	\$35k	6,900	LT Truck	NEW ENTERPRISE
T-93	2005 International	4300 Alternator		1HUTMMAAM85H675183	\$40,000.00	11,500	MD Truck	NEW JUDLAU
T-94	2005 International	4300 Alternator		1B7MMAAM55R676228	\$40,000.00	11,500	MD Truck	NEW JUDLAU

Waterworks, A Joint Venture
(JUDLAU-OHL JV)

Vehicles #'s	YEAR & MAKE	VEHICLE TYPE	CURRENT PLATE NO.	VIN/SERIAL NO.	MAX WEIGHT	Value	NOTES	Insured By
WW-1	2012 Chevy	Express Van	66751MB-NY-COM	1GCWGFFA1C1108233	8,600	\$22,999.84	Reg WW	Judlau
WW-2	2012 Chevy	Express Van	27821MB-NY-COM	1GCWGFFAXC1103000	8,600	\$23,419.38	Reg WW	Judlau
WW-3	2012 Chevy	Express Van	27824MB-NY-COM	1GCWGFFA2C1107929	8,600	\$22,999.84	Reg WW	Judlau
WW-4	2012 Chevy	Express Van	27813MB-NY-COM	1GCWGFFA1C1108229	8,600	\$22,999.84	Reg WW	Judlau
WW-5	2012 Chevy	Express Van	27822MB-NY-COM	1GCWGFFA3C1109156	8,600	\$23,419.38	Reg WW	Judlau
WW-6	2012 Chevy	Express Van	66750MB-NY-COM	1GCWGFFA6C1118917	8,600	\$22,999.84	Reg WW	Judlau
WW-7	2012 Chevy	Express Van	27820MB-NY-COM	1GCWGFFA6C1101731	8,600	\$23,419.38	Reg WW	Judlau
WW-8	2012 Chevy	Express Van	66733MB-NY-COM	1GCWGFFAXC1109203	8,600	\$22,999.84	Reg WW	Judlau
WW-9	2012 Chevy	Express Van	66734MB-NY-COM	1GCWGFFA3C1102885	8,600	\$22,999.84	Reg WW	Judlau
WW-10	2012 Chevy	Express Van	66732MB-NY-COM	1GCWGFFA2C1109583	8,600	\$22,999.84	Reg WW	Judlau
Box Trucks								
WW-11	2011 Isuzu	Box Truck	63834MB-NY-COM	JALE5W136B7901515	19,500	\$57,900.00	Reg WW	Judlau
WW-12	2011 Isuzu	Box Truck	63836MB-NY-COM	JALE5W162B7901554	19,500	\$57,900.00	Reg WW	Judlau
WW-13	2011 Isuzu	Box Truck	63835MB-NY-COM	JALE5W163B7901420	19,500	\$57,900.00	Reg WW	Judlau
Pay Loader								
Backhoe								
BL-101	2012 John Deere	710K - Backhoe Loader	15825SM-SPC-NY	1T0710KXCCE226031	23,802	\$ 151,143.00	Reg Judlau	Waterworks
BL-102	2012 John Deere	710K - Backhoe Loader	14673SM-SPC-NY	1T0710KXCPCE225562	23,802	\$ 151,143.00	Reg Judlau	Waterworks
BL-103	2012 John Deere	710K - Backhoe Loader	14672SM-SPC-NY	1T0710KXCCE225677	23,802	\$ 153,711.00	Reg Judlau	Waterworks
BL-104	2012 John Deere	710K - Backhoe Loader	114674SM-SPC-NY	1T0710KXCPCE225450	23,802	\$ 153,711.00	Reg Judlau	Waterworks
Trailers								
FT-5722	2012 Rogers	Trailer	BC70269-TRL-NY	1RBT33205CAR25722			Reg WW	Judlau
FT-6177	2006 Wabash	Trailer	B B98218	1TTF4320961078177	13352	12000	Reg Judlau	Judlau
FT-2628	2007 Wabash	Trailer	B B98219	1TTF4520171082628	14391	12000	Reg Judlau	Judlau
FT-5113	2008 Transcraft	Trailer	B B98220	1TTF4520381085113	15430	12000	Reg Judlau	Judlau
RT-33	2012 CAT	M315 - Excavator	15541SM-SPC	CATM315DYJ5B00444			Reg WW	Waterworks
RT-34	2012 CAT	M315 - Excavator	15542SM-SPC	CATM315DLJ5B00446			Reg WW	Waterworks
RT-35	2012 CAT	M315 - Excavator	15540SM-SPC	CATM315DCJ5B00449			Reg WW	Waterworks
DDC VEHICLES								
PR1US 1	2013 Toyota	Prius	R28500-PSD	JTDKN3DU4C1534657		\$27,689.09	Changed ID Reg Judlau	Judlau
CTR-237	2013 Toyota	Prius		JTDKN3DU4D9332778		\$27,689.09	Reg DDC	Judlau
CTR-230	2013 Toyota	Prius	R28502-PSD	JTDKN3DU4C3430534		\$27,689.09	Reg DDC	Judlau
CTR-236	2013 Toyota	Prius		JTDKN3DU6D5550482		\$27,689.09	Reg DDC	Judlau

CONTRACT NO. RR-16-4273

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

List below the portions of the work which will be performed by subcontractors, the pay items which they relate to, the approximate value of the work to be subcontracted, and the names of firms being considered.

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
SEE DBE AND	VOSB	FORMS		

4. MATERIALS COMMITMENTS

Have you entered into contracts for or received firm offers for the supply of all major materials which meet requirements of the specifications for this project? Yes No

If your answer is NO, explain fully below or attach an explanation.

CONTRACT NO. RR-16-4273

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

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

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
None				

TOTAL OF BIDS PENDING AWARD _____

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

Judlau Contracting, Inc.

01-04-2017

DATE

SUB-CONTRACTOR

[Redacted Signature]

BY: SIGNATURE

SUB-CONTRACTOR

President
TITLE

CURRENT STATEMENT OF WORK

Project Name, Location & Description	Owner, Name Address/Tel No	Awarded to Proposer as	Contract Award Amount	Scheduled Completion date and Percentage complete	Uncompleted Work	Type of Work
10-237-3F- Streambank Stabilization on Oak Lawn Creek, Calumet-Sag Channel Watershad, Oak Lawn, Illinois	MWRD 100 East Erie Street Chicago IL, 60611 Darlene LoCasolo 312-751-5600	Prime	\$3,035,000.00	0% Complete 10/2018	\$ 3,035,000.00	Canals/Levees
HBX1086- Rehab of the Westchester Ave. Bridge over Hutchinson River Pkwy	NYCDOT 55 Water Street NY, NY 10041 Polly Trottenberg 212-839-9435	Prime	\$44,388,000.00	1.39% Complete 7/2020	\$ 44,388,000.00	Bridge
GWB-244.150 George Washington Bridge- Replmnt of PIP Helix & Rehab of Upper level Spans	FANYNJ-4 World Trade Center 150 Greenwich St., 21st Fl NY, NY 10007 Suchetha Preinchar 212-435-4648	Prime	\$57,000,000.00	2.76% Complete 5/2019	\$ 54,875,508.00	Bridge
MED607-Const. of Trunk WM In 2nd Ave. Btwn E. 33rd St. etc. to connect Shaft 32B	NYCDDC- 30-30 Thomson Avenue Long Island City, NY 11101 George Cowen 646-738-4882	Prime	\$36,714,925.02	0% Complete 6/2019	\$ 36,714,925.02	Water Mains
I-13-5663 SB Roadway Widening Veterans Memorial Tollway (I-355)	Illinois Tollway 2700 Ogden Avenue Downers Grove, IL 60515 630-241-6988	Prime	\$6,695,106.66	3.87% Complete 12/2/2016	\$ 5,434,180.00	Roadway
I-15-4237- I-90 Jane Addams Tollway- Oakton to Manheim	Illinois Tollway 2700 Ogden Avenue Downers Grove, IL 60515 630-241-6988	Prime	\$58,722,802.00	43.22% Complete 05/26/2017	\$ 31,039,206.00	Roadway
Bridge Replacement Br. Nos. (M-12-017 and E-12-004-M-12-013) (Woods Memorial Bridge) Route 15 (Reverse Besh Parkway) over MBTA Railroad and the Malden River in the Cities of Everett-Medford	MassDot Ten Park Plaza, Suite 4160 Boston, MA 02116 657-368-4636	JV	\$35,394,794.00	23.30% complete 11/2020	\$ 27,525,618.00	Bridge
Contract No. 39881 - Design Build Power JC & S Infrastructure Improvements Phase I CP-19 to CP35	Metro North 420 Lexington Avenue NY, NY 10170 Brian Bel 212-340-2414	JV	\$73,864,910.00	30.84% Complete 6/2017	\$ 53,847,417.00	Design/Build
A-35301- Cortlandt Street #1 Line Station Rehab. Contract modification #1	2 Broadway New York, NY 10004 David Cannon 646-252-2321	Prime	\$101,150,006.00	32.62% complete 02/12/2016	\$ 66,062,409.00	Station Rehab
QM-40S- Sandy Restoration & Mitigation Projects Qm-40/QM-18 Rehab. Of the Tunnel & Manhattan exit Plaza at the Queens Midtown Tunnel	TBTA 2 Broadway New York, NY 10004 Brian Bajor 646-252-7032	Prime	\$236,500,000.00	19.72% Complete 9/1/2019	\$ 188,831,175.00	Station Rehab
No. 063 Contract 60L71, Will County Section 536-R 1	Illinois Dept. of Transportation 2300 S. Dirksen Pkwy Springfield, IL 62764	Prime	\$57,095,577.98	10.44% Complete 8/15/2017	\$ 49,504,283.00	Roadway
No. 064 Contract 60L72, Cook County Section 2010 081-R	Illinois Dept. of Transportation 2300 S. Dirksen Pkwy Springfield, IL 62764	Prime	\$47,244,971.22	16.01% Complete 8/2017	\$ 39,087,753.00	Roadway
Bridge Rehab on Washington Blvd Rte 27 over Rte 110- (NFO) 0027-600-102, C601, B603	Commonwealth of Virginia Dept. of Transportation 4975 Alliance Drive Fairfax, VA 22030 Charles Melvin Harvey P.E. 703-259-3234	Prime	\$22,125,001.00	42.35% Complete 5/2018	\$ 14,899,435.00	Bridge
South Ferry Terminal Complex Rehabilitation in the Borough of Manhattan	NYCTA- 2 Broadway, NY, NY Piyush Patel 646-252-4035	Prime	\$195,107,354.00	74.71% Complete 5/2017	\$ 44,350,577.00	Station Rehab
New Entrance Stair & Reconfiguration of Control Area R-238 @ Grand Central Station, Lexington Ave., Line (IRT), Borough of Manhattan	NYCTA- 2 Broadway, NY, NY Mr. Abraham Pulhota 212-261-9639	Prime	\$11,946,966.00	59.06% Complete 01/2017	\$ 5,243,529.00	Station Rehab
I-13-4667 Road & Bridge Recon. Elgin O'Here Western Access Tollway @ I-290 Interchange Mile Post 12.0 to Mile Post 12.9	Illinois Tollway 2700 Ogden Avenue Downers Grove, IL 60515 Paul Kovacs, P.E. 630-241-6988	Prime	\$65,000,364.00	83.91% Complete 12/14/2016	\$ 15,763,539.00	Roadway
07-182/174-3055- Berlin, Meriden, Wallington, Railroad Station Upgrades & Enhancements	State of Connecticut Dept. of Transportation 2300 Berlin Turnpike Newington, CT 06131 Paul Ouehana 860-594-3126	Prime	\$59,063,486.00	59.80% Complete 11/2016	\$ 27,113,282.00	Station Rehab
Rehab. Of Bryant Avenue Bridge Over Amtrak and CSXT, borough of the Bronx	NYCDOT 55 Water Street NY, NY 10041 Polly Trottenberg 212-839-9435	Prime	\$7,047,000.00	100% Complete 12/20/2015	\$ 143,755.00	Bridge
Distribution of WM Extensions & Replmnts. In: W. 14th St Btwn 9th Ave. & 10th Ave. Etc., Borough of Manhattan	NYCDDC- 30-30 Thomson Avenue Long Island City, NY 11101 Lorraine Holley 718-391-2601	Prime	\$40,466,500.00	56.45% Complete Nov. 2016	\$ 19,272,864.00	Water Mains
Signal System Modernization: Dyre Avenue Line Borough of the Bronx	NYCTA- 2 Broadway NY, NY Robert Eakenazi 646-252-6258	JV	\$50,154,307.00	71.45% complete 7/2017	\$14,534,673.00	Station Rehab
Second Avenue Subway 72nd Street Station Finishes/ Manhattan, NY	NYCTA- 2 Broadway, NY, NY Amitabha Mukherjee 646-459-7082	Prime	\$266,163,963.00	91.02% Complete estimated substantial completion 11/22/16	\$25,429,803.00	Station Rehab

Second Avenue Subway 63rd St. Station Lexington Ave Station; Manhattan, NY	NYCTA- 2 Broadway, NY, NY David Frank 212-510-2697	Prime	\$190,127,733.00	98.34% complete Estimated completion date 3/15	\$7,617,659.00	Station Rehab
Installation of 48-inch, 36-inch, 20-inch and 12-inch Water Mains for shafts 24B, 25B, 27B and 30B Manhattan, NY	NYCDDC- 30-30 Thomson Avenue Long Island City, NY 11101 George Cowen 646-738-4862	JV	\$401,068,564.00	88.23% completion Estimated Completion 10/23/17	\$22,755,822.00	Water Mains

AGREEMENT

CONTRACT NO: RR-16-4273

(USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 26th, January, 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Judlau Contracting, Inc.

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

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of College Point, in the State of NY (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

AGREEMENT

CONTRACT NO: RR-16-4273

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2016 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and _____

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

(* DELETE ALL LINES THAT DO NOT APPLY)

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

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

CONTRACT BONDS

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

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

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

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

DEFINITIONS

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

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until December 15, 2017, 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 (contract End Date December 15, 2019).

This contract may be 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.

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

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

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

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

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

COVENANT AGAINST CONTINGENT FEES

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

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

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

COMPTROLLER REQUIREMENTS FOR CONTRACTS

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

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

FREEDOM OF INFORMATION ACT

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

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

CONTRACT NO: RR-16-4273

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 **Judlau Contracting, Inc.** at:

1011 Warrenville Road, #195

Lisle, Illinois 60532

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

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

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

Agreed By:

[Redacted Signature]

01/27/2017

President

Date

Ashok Patel, President

Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

Cosar Pereira

Printed Name as Signed Above

APPROVED: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

[Redacted Signature]

3/2/17

Robert Schillerstrom, Chairman/Greg Bedalov, Executive Director

Date

APPROVED:

[Redacted Signature]

3/3/17

Michael Colsch, Chief of Finance

Date

APPROVED:

[Redacted Signature]

2/2/17

David Goldberg, General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

2-24-2017

Robert Lane, Attorney General, State of Illinois

Date

CORPORATION SIGNATURE FORM

At a meeting on 1/24/2017, the Board of Directors
of Judlau Contracting, Inc. adopted the
following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Arnav Amin
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Judlau Contracting, Inc.

(Name of Corporation)

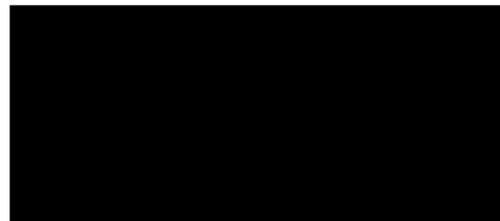
to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. RR-16-4273.”

I, Cesar Pereira, 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)

1/24/2017
Date



Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Garden City NY office 900 Stewart Avenue 3rd Floor Garden City NY 11530 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (516) 396-4000 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Judlau Contracting, Inc. 26-15 Ulmer Street College Point NY 11354 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B: The Insurance Co of the State of PA	NAIC # 19429
	INSURER C: New Hampshire Ins Co	NAIC # 23841
	INSURER D: National Union Fire Ins Co of Pittsburgh	NAIC # 19445
	INSURER E: Indian Harbor Insurance Company	NAIC # 36940

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570065462871** **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. Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6051647 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/CPAGG \$6,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			3194532	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE088087010	12/31/2016	12/31/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14629418 work Comp Ct, NY 14629419 work Comp IL	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Env Pollution			CE0742057002 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	Each Claim/Aggr \$15,000,000 SIR \$50,000

Certificate No : 570065462871

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

Re: Contract: RR-16-4273 Project: 1-294 Pavement and Bridge Repairs Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 Cook County, IL
 The Illinois State Toll Highway Authority together with its officers, directors and employees are Additional Insureds as set forth in CG 20 10 and CG 20 37 as respects to General Liability, Automobile Liability and pollution policy as per written contract. The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager and Construction Corridor Manager are Additional Insureds as set forth in CG 20 32 as respects to General Liability, Automobile Liability and pollution policy as per written contract. General Liability and Automobile

CERTIFICATE HOLDER**CANCELLATION**

The Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove IL 60515 USA	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 
--	---

Certificate No : 570065462871



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Judlaw Contracting, Inc.	
POLICY NUMBER See Certificate Number: 570065462871		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570065462871	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		14629420 Work comp VA	12/31/2016	12/31/2017		
C		N/A		14629421 Work comp MA, ND, OH, WA, WY	12/31/2016	12/31/2017		
	OTHER							
E	Env Contr Prof			CE0742057002 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	Each Claim/Aggr	\$15,000,000
							SIR	\$250,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Judlau Contracting, Inc.	
POLICY NUMBER See Certificate Number: 570065462871			
CARRIER See Certificate Number: 570065462871	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds. Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability, and workers' compensation as permitted by law. USL&H is included with regards to Workers Compensation Policy.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Judlau Contracting, Inc.	
POLICY NUMBER See Certificate Number: 570065462871			
CARRIER See Certificate Number: 570065462871	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Insured Protection

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of Illinois Department of Transportation, Cook County Department of Highways, Village of East Hazel Crest, Village of Hazel Crest, and Village of Markham. The Contractor's insurance coverage, required by and in conformance with Article 107.27(j) of the Illinois Tollway Supplemental Specifications, shall include the agencies specified herein, its agents and employees as additional insureds, or provide a separate owner's protection policy of equal limits of coverage for each agency.

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
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into.	Per the written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into.	Per the written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Pursuant to applicable written contract or agreement you enter into

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

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed by you or on your behalf.

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the

failure to render any professional services, including:

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

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Illinois Department of Transportation, Cook County Department of Highways, Village of East Hazel Crest, Village of Hazel Crest, and Village of Markham, and its agents and employees

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured

is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of

policy No. CA 319-4532 issued to JUDLAU CONTRACTING, INC.

by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



ENDORSEMENT #007

This endorsement, effective 12:01 a.m., December 31, 2016, forms a part of Policy No. CEO742057002 issued to OHL USA, INC. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT ENDORSEMENT – AMENDMENT TO DEFINITION OF INSURED

This endorsement modifies insurance provided under the following:

PACE Plus: Professional Activities/Complete Execution + Pollution (Claims-Made)

PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS

In consideration of the premium charged, it is hereby understood and agreed that Definition I., Insured of SECTION 2: DEFINITIONS, is deleted in its entirety and replaced with the following:

- Insured** I. means each of the following:
1. the **Named Insured**;
 2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
 3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
 4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
 5. any **Predecessor in Interest**;
 6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
 - a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
 - b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
 7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
 8. With regard to Section 1: What We Cover D.1., D.2. and D.3., the **Client**, but only:
 - a. if the you are required to include the **Client** as an additional **Insured** in a written

contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and

- b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
9. With regard to Section 1: What We Cover D.1., D.2. and D.3., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
- a. a **Pollution Condition** caused by your **Contracting Activity**; and
 - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**
provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

All other terms, conditions and exclusions of this policy remain unchanged.

POLICY NUMBER:
GL 605-18-47

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into.

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

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

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



CONSTRUCTION INSURANCE CERTIFICATE OF INSURANCE

TYPE: Construction "All Risks" and Existing Property, Handed-over Property, Property in the Care, Custody or Control of the Insured.

POLICY NUMBER: CAR700089

PRINCIPAL/OWNER: Illinois Tollway

INSURED: Judlau Contracting Inc.

PERIOD: January 25, 2017 to December 15, 2017, 12:01 AM, both days Local Standard Time at Insured Contract Site.

INTEREST: All Works and temporary works in connection with CONTRACT #RR-16-4273 I-294 Pavement and Bridge Repairs Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 Cook County, IL

SUM INSURED: SECTION I - CONSTRUCTION "ALL RISKS"
\$ 15,000,000 Estimated Contract Value

DEDUCTIBLES: SECTION I - CONSTRUCTION "ALL RISKS"

- i) \$22,000 each and every occurrence in respect of Storm or Tempest, Flood and Water Damage, Subsidence, Collapse, Earthquake, Defective Design, Materials and Workmanship;
- ii) \$8,250 each and every other occurrence.

N.B. "Water Damage" as referred to above shall not include the bursting or overflowing of water tanks, apparatus or pipes.

CHOICE OF LAW AND JURISDICTION: In the event of a dispute between the insured and the insurer the Policy will be subject to Law and Jurisdiction of Illinois.

NON-ADMITTED PROVISION: Please be advised that this insurance will be issued by a surplus lines Insurer. You warrant that a properly licensed Surplus Lines Broker is involved in the transaction as required by state law and below is responsible for adding the quoted and bound premium any state taxes or fees as required by such law. Any surplus lines taxes or fees are in addition to the premium quoted above. The Surplus Lines Broker may also add reasonable fees for services provided by them, which shall be separately shown and described on any quotation to an Insured and not to exceed 10% of premium inclusive of commissions noted elsewhere in this proposal. The Broker is further responsible for all filings with any state regulatory body, including but not limited to copies of quotations, binders or policy declarations or policies; procurement affidavits or other affidavits; tax summaries; taxes; and fees. The Non-Admitted and Reinsurance Reform Act requires the determinations of the Named Insured's home state. Please sign and return the attached Statement of Producer form

PREMIUM: TBD

Generali U.S. Branch
7 World Trade Center
260 Greenwich St. 33rd Floor
New York, NY 10007



[Redacted Signature]

UNDERWRITER SIGNATURE

2/13/17

DATE



February 15, 2017

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

Re: ISTHA RR-16-4273 – Certification of Coverage for Judlau Contracting

To Whom It May Concern,

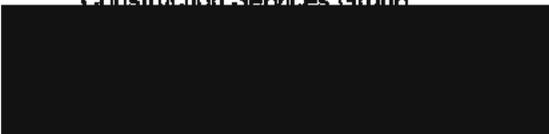
As the authorized insurance broker to Judlau Contracting, Inc., Aon Risk Services Northeast, Inc. confirms that

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

Should you have any questions or concerns arising from this letter, or require further clarification, we would be pleased to assist at the direction of our client.

Sincerely,

Aon Risk Services Northeast Inc.
Construction Services Group



Michael F. Dantuono, ARM
Vice President

Aon Risk Services Northeast, Inc.
Construction Services Group
199 Water Street, New York NY 10038
t: 1.516.388.4279 | w: aon.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-16-4273

PERFORMANCE BOND

015052912 (Liberty)

Bond No. 47-SUR-300018-01-0021 (BH)

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

- a corporation organized and existing under the laws of the State of New York 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 Liberty Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of Massachusetts (Liberty) Nebraska (Berkshire) 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 peral sum of Eleven Million Seven Hundred Seventy Eight Thousand Five Hundred One Dollars and Nineteen Cents (\$11,778,501.19), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as Contract No. RR-16-4273; Pavement, Bridge Repairs and Preservation Tri-State Tollway (I-294)

(Insert Contract Number and Description)

Mile Post 0.0 to Mile Post 8.25

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 27TH day of JANUARY, 2017.

Surety Liberty Mutual Insurance Company
Berkshire Hathaway Specialty Insurance Company

Address 175 Berkeley Street, Boston, MA 02116 (Liberty)

100 Federal Street, Boston, MA 02110 (Berkshire)

By [Redacted]
(Seal) Attorney in Fact Anne Potter

Agent for
Surety Aon Risk Services Northeast, Inc.

Address 900 Stewart Avenue, Suite 300

Garden City, New York 11530

Principal Judlau Contracting, Inc.

Address 26-15 Ulmer Street

College Point, NY 11354

By [Redacted]
(Signature) (Seal)

Martin Saitzyk, CFO
(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)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF QUEENS)

ON THE 24th DAY OF January 2017, BEFORE ME PERSONALLY CAME Martin Saitzyk TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Manhasset Neck, NY, THAT (S)HE IS THE CFO OF Judlau Contracting, Inc. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

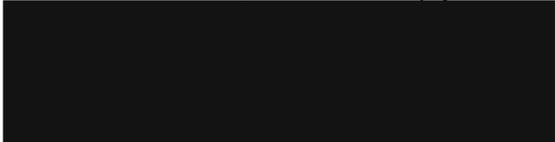

Notary Public

JAMIE LOPPINZI
NOTARY PUBLIC, STATE OF NEW YORK
QUEENS COUNTY
LIC # 01L06138413
COMM. EXP. 3/25/2018

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,))
COUNTY OF NASSAU,))

ON THE 24th DAY OF January 2017, BEFORE ME PERSONALLY CAME Anne Potter TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Queens County, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.


Notary Public

VALORIE M. SPATES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6135425
Qualified in Queens County
Commission Expires October 17, 2017

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7455916

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea E. Garbart; Anne Potter; Beverly A. Woolford; Jennifer L. Jakaitis; Nancy Schnee; Susan A. Welch; Valorie Spates

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August 2016



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Redacted]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 17th day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: [Redacted]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of JANUARY, 2017



By: [Redacted]
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets	Liabilities
Cash and Bank Deposits	\$753,038,641
*Bonds — U.S Government	1,547,613,446
*Other Bonds	11,088,162,545
*Stocks	9,919,835,033
Real Estate	295,926,247
Agents' Balances or Uncollected Premiums	4,487,501,643
Accrued Interest and Rents	120,872,424
Other Admitted Assets	<u>14,130,266,527</u>
Total Admitted Assets	<u>\$42,343,216,506</u>
	Uncearned Premiums
	\$6,580,520,311
	Reserve for Claims and Claims Expense
	16,917,138,677
	Funds Held Under Reinsurance Treaties
	210,794,503
	Reserve for Dividends to Policyholders
	358,033
	Additional Statutory Reserve
	29,659,093
	Reserve for Commissions, Taxes and
	Other Liabilities
	<u>2,789,478,276</u>
	Total
	<u>\$26,527,948,893</u>
	Special Surplus Funds
	\$67,890,944
	Capital Stock
	10,000,000
	Paid in Surplus
	8,829,183,823
	Unassigned Surplus
	6,908,192,846
	Surplus to Policyholders
	<u>15,815,267,613</u>
	Total Liabilities and Surplus
	<u>\$42,343,216,506</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

[Redacted Signature]

Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131, and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Andrea E. Gorbert, Beverly A. Woolford, Anne Potter, Nancy Schries, Valerie Spates, 900 Stewart Avenue, 3rd Floor, Suite 300 of the city of Garden City, State of New York, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of November 18, 2014. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

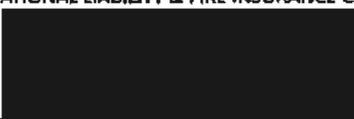
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,



By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 18th day of November, 2014 before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Brennan Neville, the undersigned, Assistant Secretary of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said companies this date of 01/27/2017.



Assistant Secretary

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 20th Floor, Boston, MA 02110 | (617) 556-2972 or by email at Courtney.Walker@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 433-6673, via email at claims@bhspecialty.com, via fax to (617) 557-9255, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	<u>12/31/2015</u>	<u>9/30/2015</u>	<u>12/31/2014</u>
Total invested assets	\$ 3,186,498,049	\$ 3,136,760,813	\$ 3,496,596,431
Premium & agent balances (net)	111,888,220	87,914,911	1,575,140
All other assets	73,200,653	57,838,968	23,436,525
Total Admitted Assets	<u>\$ 3,371,586,922</u>	<u>\$ 3,282,514,692</u>	<u>\$ 3,521,608,096</u>

LIABILITIES & SURPLUS*

	<u>12/31/2015</u>	<u>9/30/2015</u>	<u>12/31/2014</u>
Loss & loss exp. unpaid	\$ 33,586,302	\$ 22,748,711	\$ 7,856,614
Unearned premiums	62,997,856	33,154,834	454,617
All other liabilities	230,891,273	195,785,652	279,153,584
Total Liabilities	<u>327,475,431</u>	<u>251,689,197</u>	<u>287,464,815</u>
Total Policyholders' Surplus	<u>3,044,111,491</u>	<u>3,030,825,495</u>	<u>3,234,143,281</u>
Total Liabilities & Surplus	<u>\$ 3,371,586,922</u>	<u>\$ 3,282,514,692</u>	<u>\$ 3,521,608,096</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-16-4273

PAYMENT BOND

015052912 (Liberty)

Bond No. 47-SUR-300018-01-0021 (BH)

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

- a corporation organized and existing under the laws of the State of New York 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 Liberty Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of ^{Massachusetts (Liberty)}~~Nebraska (Berkshire)~~ 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 Eleven Million Seven Hundred Seventy Eight Thousand Five Hundred One Dollars and Nineteen Cents (\$11,778,501.19), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-16-4273; Pavement, Bridge Repairs and Preservation Tri-State Tollway (I-294)

(Insert Contract Number and Description)

Mile Post 0.0 to Mile Post 8.25

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 27TH day of JANUARY, 2017.

Surety Liberty Mutual Insurance Company
Berkshire Hathaway Specialty Insurance Company

Address 175 Berkeley Street, Boston, MA 02116

100 Federal Street, Boston, MA 02110

By [Redacted]
(Seal) Attorney in Fact Anne Potter

Agent for
Surety Aon Risk Services Northeast, Inc.

Address 900 Stewart Avenue, Suite 300

Garden City, New York 11530

Principal Judlau Contracting, Inc.

Address 26-15 Ulmer Street

College Point, NY 11354

By [Redacted]
(Seal)

(Signature)
Martin Saitzyk, CFO
(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)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF QUEENS)

ON THE 24th DAY OF January 2017, BEFORE ME PERSONALLY CAME Martin Saitzyk TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Melville, NY, THAT (S)HE IS THE CFO OF Judlau Contracting, Inc. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

[Redacted Signature]
Notary Public

JAMIE LOPRINZI
NOTARY PUBLIC, STATE OF NEW YORK
QUEENS COUNTY
LIC # 01LO6138418
COMM. EXP. 3/25/2018

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,)
COUNTY OF NASSAU,)

ON THE 24th DAY OF January 2017, BEFORE ME PERSONALLY CAME Anne Potter TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT Queens County, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company and Berkshire Hathaway Specialty Insurance Company THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

[Redacted Signature]

Notary Public

VALORIE M. SPATES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6135425
Qualified in Queens County
Commission Expires October 17, 2017

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7455917

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea E. Gorbett; Anna Potter; Beverly A. Woodford; Jennifer L. Jakaitis; Nancy Schnee; Susan A. Welch; Valorie Spates

all of the city of Jericho, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By:
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of JANUARY, 2017.



By:
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits	\$753,038,641	Unearned Premiums	\$6,580,520,311
*Bonds — U.S Government	1,547,613,446	Reserve for Claims and Claims Expense	16,917,138,677
*Other Bonds	11,088,162,545	Funds Held Under Reinsurance Treaties	210,794,503
*Stocks	9,919,835,033	Reserve for Dividends to Policyholders	358,033
Real Estate	295,926,247	Additional Statutory Reserve	29,659,093
Agents' Balances or Uncollected Premiums	4,487,501,643	Reserve for Commissions, Taxes and Other Liabilities	2,789,478,276
Accrued Interest and Rents	120,872,424	Total	\$26,527,948,893
Other Admitted Assets	<u>14,130,266,527</u>	Special Surplus Funds	\$67,890,944
Total Admitted Assets	<u>\$42,343,216,506</u>	Capital Stock	10,000,000
		Paid in Surplus	8,829,183,823
		Unassigned Surplus	6,908,192,846
		Surplus to Policyholders	15,815,267,613
		Total Liabilities and Surplus	<u>\$42,343,216,506</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.



Assistant Secretary



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

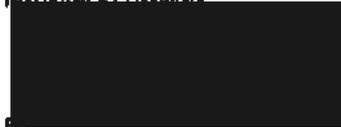
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131, and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Andrea E. Garbert, Beverly A. Woolford, Anne Potter, Nancy Schree, Valerie Spates, 900 Stewart Avenue, 3rd Floor, Suite 300 of the city of Garden City, State of New York, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of November 18, 2014. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,



By: David Fields, Executive Vice President

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 18th day of November, 2014 before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Brennan Neville, the undersigned, Assistant Secretary of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said companies this date of 01/27/2017.



Assistant Secretary

To verify the authenticity of this Power of Attorney please contact us at BHSIC Surety Department, Berkshire Hathaway Specialty Insurance Company, 100 Federal Street, 20th Floor, Boston, MA 02110 | (617) 556-2971 or by email at Courtney.Williams@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 433-9073, via email at claims@bhspecialty.com, via fax to (617) 507-0259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

Resolved, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) to remove at any time any such Attorney-in-fact and revoke the authority given him.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	<u>12/31/2015</u>	<u>9/30/2015</u>	<u>12/31/2014</u>
Total invested assets	\$ 3,186,498,049	\$ 3,136,760,813	\$ 3,496,596,431
Premium & agent balances (net)	111,888,220	87,914,911	1,575,140
All other assets	<u>73,200,653</u>	<u>57,838,968</u>	<u>23,436,525</u>
Total Admitted Assets	<u>\$ 3,371,586,922</u>	<u>\$ 3,282,514,692</u>	<u>\$ 3,521,608,096</u>

LIABILITIES & SURPLUS*

	<u>12/31/2015</u>	<u>9/30/2015</u>	<u>12/31/2014</u>
Loss & loss exp. unpaid	\$ 33,586,302	\$ 22,748,711	\$ 7,856,614
Unearned premiums	62,997,856	33,154,834	454,617
All other liabilities	<u>230,891,273</u>	<u>195,785,652</u>	<u>279,153,584</u>
Total Liabilities	<u>327,475,431</u>	<u>251,689,197</u>	<u>287,464,815</u>
Total Policyholders' Surplus	<u>3,044,111,491</u>	<u>3,030,825,495</u>	<u>3,234,143,281</u>
Total Liabilities & Surplus	<u>\$ 3,371,586,922</u>	<u>\$ 3,282,514,692</u>	<u>\$ 3,521,608,096</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-16-4273
CONTRACTOR NAME: Judlau Contracting, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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/ldol/index.htm>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 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. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 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.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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, S/217.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **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.

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

Judlau Contracting, Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed: Judlau Contracting, Inc.	Agreed:
By: Ashok Patel	By:
Position: President	Position:
Date: January 4, 2017	Date:

**Subcontractor Information/Delinquent Debt Review
Contractor/Consultant
Sub Contractor/Consultant
FEIN**



Date: 01-04-2017

Project Number: RR-16-4273

Project Name: Pavement & Bridge Repairs & Preservation Tri-State Tollway (I-294)

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub Contractor/Consultant Disclosure

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

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Contractors) or percentage (Consultants) each is expected to receive pursuant to this Contract. The list of subcontractors should include but not be limited to subcontractors, 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 600. 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: Judlau Contracting, Inc.

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: aamin@judlau.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)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
See attached				

Signature: [REDACTED]

Date: Jan. 4, 2017

Printed Name: Ashok Patel

CONTRACT NO. RR-16-4273

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

List below the portions of the work which will be performed by subcontractors, the pay items which they relate to, the approximate value of the work to be subcontracted, and the names of firms being considered.

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
Structural Repairs		7.5%	\$874,300.00	Era Valdivia ✓
Traffic Control		6.5%	\$767,700.00	Workzone Safety ✓
Electrical		12.8%	\$1,500,000.00	Live Wire & MIDCO ✓ John Burns Const Co. ✓
Concrete Flatwork		2.5%	\$280,000.00	JG Demo ✓
Pavement Striping		2.9%	\$349,400.00	Marking Specialists ✓
				Industrial Fence ✓

4. MATERIALS COMMITMENTS

Have you entered into contracts for or received firm offers for the supply of all major materials which meet requirements of the specifications for this project? Yes No

If your answer is NO, explain fully below or attach an explanation.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	69030335		
Entity Name	JUDLAU CONTRACTING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/17/2013	State	NEW YORK
Agent Name	NATIONAL CORPORATE RESEARCH, L	Agent Change Date	06/23/2016
Agent Street Address	600 SOUTH SECOND ST, SUITE 404	President Name & Address	ASHOK PATEL 28-15 ULMER ST COLLEGE POINT NY 11354
Agent City	SPRINGFIELD	Secretary Name & Address	CESAR PEREIRA SAME
Agent Zip	62704	Duration Date	PERPETUAL
Annual Report Filing Date	06/23/2016	For Year	2016

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:02 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: Judlau Contracting, Inc. for Contract No RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:01 01/17/17

ACTION: S

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

DISCLAIMER:
AS OF 01/17/17 AT 11:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:09 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: ERA Valdivia Contractors, Inc. for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:07 01/17/17

ACTION: S

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

DISCLAIMER:
AS OF 01/17/17 AT 11:07 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:15 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: Work Zone Safety, Inc. - for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:14 01/17/17

ACTION: S

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

DISCLAIMER:

AS OF 01/17/17 AT 11:14 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:12 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: LiveWire Electrical Systems, Inc. for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:11 01/17/17

ACTION: S

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

DISCLAIMER:
AS OF 01/17/17 AT 11:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:11 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: Midco Electric Supply, Inc. for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:09 01/17/17

ACTION: S

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

DISCLAIMER:
AS OF 01/17/17 AT 11:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Nash, Janiqua V
Sent: Tuesday, February 07, 2017 1:36 PM
To: Mancillas, Pam
Subject: John Burns Construction Co. FEIN # [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:29 02/07/17

ACTION: S

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

DISCLAIMER:
AS OF 02/07/17 AT 13:34 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN
ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR
SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/
10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE
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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:16 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: JG Demo, Incorporated - for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:15 01/17/17

ACTION: S

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

DISCLAIMER:

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:14 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: Marking Specialists Corporation for contract no RR-16-4237

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:13 01/17/17

ACTION: S

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

DISCLAIMER:
AS OF 01/17/17 AT 11:13 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Gomez, Graciela
Sent: Tuesday, January 17, 2017 11:22 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: Industrial Fence, Inc. - for contract no RR-16-4273

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 11:16 01/17/17

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 01/17/17 AT 11:16 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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

Contract # RR-16-4273

Today's Date 01-04-2017

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.

Judlau Contracting, Inc.

Ashok Patel, President

Contractor

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
FORMS A**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Judlau Contracting, Inc.	Phone: 718-554-2320
Street Address: 26-15 Ulmer Street	Email: cpereira@judlau.com
City, State Zip: College Point, NY 11354	Vendor Contact: Cesar Pereira

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

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

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

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1.1. Name of Business (official name and DBA)

Judlau Contracting, Inc.

1.2. Business Headquarters (address, phone and fax)

26-15 Ulmer Street College Point, NY 11354

718-554-2320

718-661-3761

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

OHL USA, Inc.

1.4. Billing Address

26-15 Ulmer Street College Point, NY 11354

Click here to enter text.

1.5. Name of Chief Executive Officer

Tom Iovino

1.6. Company Web Site Address

www.judlau.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

35 Years

1.9. Annual Sales for Offeror's most recently completed fiscal year

\$278,431,277

1.10. Show number of full-time employees, on average, during the most recent fiscal year

400

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))

Yes

- 1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Judlau Contracting, Inc.

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 136582-00 Expiration Date: 2/10/2019.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: [Click here to enter text.](#)
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 IL Ann. Code 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights website at <http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>.
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60606.

Jamie Joy

From: Larry Korgood
Sent: Wednesday, April 02, 2014 5:51 AM
To: Jamie Joy
Subject: FW: Notice of Eligibility Letter - Attached is your company's Notice of Eligibility letter indicating its eligibility and expiration date.

From: IDHR.PublicContracts [mailto:IDHR.PublicContracts@Illinois.gov]
Sent: Tuesday, February 11, 2014 11:33 AM
To: Frank Giuffano
Subject: Notice of Eligibility Letter - Attached is your company's Notice of Eligibility letter indicating its eligibility and expiration date.

ILLINOIS DEPARTMENT OF **Human Rights**

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 136582-00
Date Eligible: 02/10/2014
Expires on: 02/10/2019

Frank Giuffano
Judlau Contracting, Inc.
26-15 Ulmer Street
College Point, NY 11354

NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

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

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

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is invalidated by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Act (7/5 ILCS 5/1-101 et. seq.) Act and the public contracts portions of Department Rules (44 Ill. Adm. Code 750) (Rules). The Department may initiate any eligible bidder or contractor found to have violated the Act and/or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

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

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-404, Chicago, IL 60601, (312) 814-6700, TTY (800) 740-8883, Hearing Area (800) 682-6942
222 South College Street, Room 101, Springfield, IL 62794, (217) 785-8100
2500 West State Street, Moline, IL 61908 (314) 693-7488
www.idhr.state.il.us

STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

Certification #4.32 requires Vendor to check one of two boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY
OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-733-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XXX CERT, INC. INCORPORATED IN OHIO HAS AGREED TO TRANSFER ALL THE RIGHTS OF THE STATE OF ILLINOIS TO THE COMPANY WHOSE ALL THE PROVISIONS OF THE SEVERAL ACTS OF THE LEGISLATURE RELATIVE TO THE REGISTRATION OF THE STATE IN A FOREIGN COUNTRY BY OTHER MEANS AND AGREED TO TRANSFER TO THE STATE OF ILLINOIS.

In Testimony Whereof, I have set my hand and name to be affixed the Great Seal of the State of Illinois, this 7th Day of APRIL A.D. 2011



Jesse White
SECRETARY OF STATE

File Number

6903-033-5



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

JUDLAU CONTRACTING, INC., INCORPORATED IN NEW YORK AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JULY 17, 2013, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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 21ST day of JUNE A.D. 2016 .

Jesse White

SECRETARY OF STATE

Authentication #: 1817300328 verifiable until 08/21/2017
Authenticate at: <http://www.cyberdriveillinois.com>

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- 4.2. 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.
- 4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) 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.
- 4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 4.7. 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.
- 4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after 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. 30 ILCS 500/50-10.
- 4.9. 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 and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012).*
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 4.12. 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 and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 4.13. 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.
- 4.14. 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.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. Vendor certifies that it has not retained 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.
- 4.17. Vendor certifies that if it has hired 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 were billed to the State. 30 ILCS 500\50-38.
- 4.18. 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.
- 4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 4.20. Drug Free Workplace
- 4.20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, 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. 30 ILCS 580.
- 4.21. 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.
- 4.22. 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.
- 4.23. 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.
- 4.24. 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.
- 4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

- 4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of 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 who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the 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.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 4.31. 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.
- 4.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

- 4.33. Vendor certifies that, for the duration of this contract it will:

**STATE OF ILLINOIS
STANDARD CERTIFICATIONS**

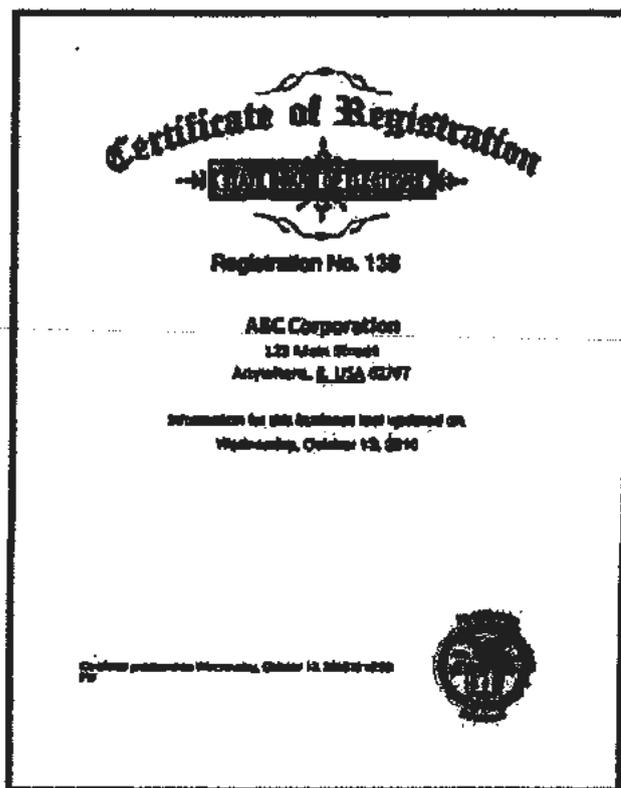
- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



Certificate of Registration
STATE BOARD OF ELECTIONS

Registration No. 26817

Judlau Contracting, Inc.
26-15 Ulmer Street
College Point NY 11354

Information for this business last updated on:
Wednesday, April 09, 2014

Certificate produced on Wednesday, April 09, 2014 at 9:59 AM



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25
Illinois Procurement Bulletin Number	22039770
Contract Number	RR-16-4273
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Judlau Contracting, Inc.
Disclosing Entity's Parent Entity	OHL USA, Inc.
Subcontractor	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

*(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)*

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
			Click here to enter text.
OHL USA, Inc.	26-15 Ulmer St., College Point, NY 11354	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
OHL USA, Inc.	26-15 Ulmer St., College Point, NY 11354	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid/offer or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bids, offers, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if Bid/offer or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Judlau Contracting Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual See Attached

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if Bid/offer or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ISTHA	Road and Bridge Reconstruction Elgin O'Hare Western Access Tollway Elgin Expressway (IL 390) at I-290 Interchange, Mile Post 12.0 to Mile Post 12.9	Awarded	\$63,979,528.97	I-13-4607
IDOT	Will County Section 536-R-1	Awarded	\$57,095,577.00	60L71
IDOT	Cook County Section 2010-081-R	Awarded	\$47,244,971.22	60L72
ISTHA	Inside Roadway and Bridge Reconstruction, Jane Addams Memorial Tollway (I-90) from MP 73.3 (Oakton Street) to MP 76.5 (Mannheim Road) WB and from MP 73.3 (Oakton Street) to MP 76.5 (Mannheim Road) EB	Awarded	\$58,504,152.93	I-15-4237
ISTHA	Southbound Roadway Widening, Veterans Memorial Tollway (I-355), North of 71st Street, Milepost 16.10 to South of 75th Street, Milepost 15.6	Awarded	\$6,695,100.86	I-13-5663
ISTHA	Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25	Pending	\$11,778,501.19	RR-16-4273

Please explain the procurement relationship: Vendor

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 5D-13 and 5D-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Judlau Contracting, Inc.

Signature _____

Date: January 4, 2017

Printed Name: Ashok Patel

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Title: President

Phone Number: 718-554-2320

Email Address: cpereira@judlau.com



JUDLAU
OHL Group

Part IV Question G:

Judlau Contracting, Inc. has not been convicted of or had a civil judgment rendered against it for or in relation to the listed categories. In April 2012, Judlau Contracting, Inc. and its joint venture partner Dragados USA, Inc. executed a settlement of a civil false claims complaint filed by the US Attorney's Office for the Southern District of New York. The allegations in the complaint arose from a compliance audit performed by the joint venture that uncovered certain issues with DBE credits that the joint venture had taken on a project for the Metropolitan Transportation Authority. The joint venture self-reported the issues uncovered by the audit to the MTA. A copy of the Stipulation and Order of Dismissal is enclosed.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

v.

DRAGADOS/JUDLAU, A JOINT VENTURE,
JUDLAU CONTRACTING, INC., and
DRAGADOS USA, INC,

Defendants.
-----X

12 Civ. 2563 (LTS)

**STIPULATION AND
ORDER OF DISMISSAL**

WHEREAS, the United States of America ("United States") commenced this action by filing a complaint in this Court (the "Complaint") against Judlau Contracting, Inc. ("Judlau"), Dragados USA, Inc. ("Dragados"), and Dragados/Judlau, a Joint Venture (the "Joint Venture") (collectively, "Defendants"), under the False Claims Act and common law arising from Defendants' violation of United States Department of Transportation's ("DOT") regulations designed to require the participation of disadvantaged business enterprises ("DBEs") in DOT funded and/or subsidized contracts (the "DBE regulations");

WHEREAS, the DBE regulations are intended to provide opportunities for businesses owned by socially and economically disadvantaged individuals, such as minorities and/or women, possessing the required skills, to perform work on construction projects funded, at least in part, by the federal government;

WHEREAS, the United States contends that it has certain civil claims against the Defendants under the False Claims Act, codified at 31 U.S.C. §§ 3729-3733, and the common law, as specified below, for engaging in the following conduct (collectively the "Covered Conduct"): Defendants engaged in fraudulent conduct designed to avoid their obligation to use DBEs to

perform work on the federally-funded project of constructing a tunnel connecting the Long Island Railroad to Grand Central Station (the "East Side Access Project") through deceit and subterfuge by pretending to subcontract work to DBEs, while in fact arranging for the work to be performed by non-DBE subcontractors. The complaint further alleges that Defendants falsely certified that the requisite amount of work was being performed by DBE entities when they knew it was not, and knowingly, or with reckless disregard of the truth, presented and/or caused to be presented false or fraudulent claims for payment to the Metropolitan Transportation Authority ("MTA"), a recipient of federal funds;

WHEREAS, the United States seeks damages and civil penalties against Defendants under the False Claims Act, 31 U.S.C. §§ 3729-33, and common law;

WHEREAS, Defendants reported issues regarding compliance with the DBE Regulations to the MTA in 2009.

WHEREAS, the parties desire to reach a full and final settlement and compromise of the claims that the United States asserts against Defendants by entering into this stipulation of settlement (the "Stipulation");

NOW, THEREFORE, it is hereby ORDERED as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331.
2. Defendants shall pay \$6,500,000 to the United States (the "United States Settlement Amount") by electronic funds transfer, pursuant to written instructions to be provided by the United States Attorney's Office, Southern District of New York, within fifteen (15) days of the entry of this Stipulation by the court.
3. Defendants shall pay \$1,000,000 to the MTA's Office of the Inspector General ("MTA OIG") (the "Investigative Costs Amount") by electronic funds transfer, pursuant to written instructions to be provided by MTA OIG, to cover the investigative costs incurred in this matter

within fifteen (15) days of the entry of this Stipulation by the court.

4. The Joint Venture admits, acknowledges, and accepts responsibility for the fact that, between 2006 and 2008, monthly requisition forms and progress reports were submitted to the MTA by representatives of the Joint Venture acting on its behalf that represented that certain DBEs were performing certain work and being paid a certain amount under the East Side Access Contract when, in fact, payment was made to certain DBEs for participation as DBEs in instances and under circumstances where these firms did not qualify for consideration as DBEs for which the Joint Venture could claim credit, in violation of the Contract and the DBE Regulations.

5. Subject to the exceptions in paragraphs 7, in consideration of the obligations of the Defendants set forth in this Stipulation, upon payment in full of the Settlement Amount, and subject to Paragraph 14 below (concerning bankruptcy proceedings commenced within 91 days of the Effective date of this Stipulation) the United States agrees to release the Defendants and all of their current and former employees, related entities, representatives, officers and directors, from any civil monetary claim arising from the Covered Conduct that the United States has or may have against the Defendants under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; and the common law theories of payment by mistake, unjust enrichment, and fraud.

6. Subject to the exceptions in paragraph 7, in consideration of the obligations of the Defendants set forth in this Stipulation, upon payment in full of the Investigative Costs Amount, and subject to Paragraph 14 below (concerning bankruptcy proceedings commenced within 91 days of the Effective date of this Stipulation), MTA OIG agrees to release the Defendants and all of their current and former employees, related entities, representatives, officers and directors, from the obligation to reimburse MTA OIG for investigative costs stemming from the Covered Conduct.

7. Notwithstanding any term of this Stipulation and Order, including the releases

provided in paragraphs 5 and 6, any and all of the following are specifically reserved and excluded from the scope and terms of this Stipulation and Order:

- a. Any civil, criminal or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any civil, criminal or administrative liability arising under New York State Tax Law;
- c. Any criminal liability;
- d. Any administrative liability;
- e. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon such obligations as are created by this Stipulation; and
- g. Any liability to the United States of any person or entity, including but not limited to any joint tortfeasor, who or that is not released by the terms of this Stipulation.

8. The Defendants shall be in default of this Stipulation if they fail to make the payments set forth in paragraphs 2 and 3. The United States will provide written notice of the default, to be sent by first-class mail to the undersigned attorneys for each of the Defendants. In the event of default, the Settlement Amount and the Investigative Costs Amount shall be immediately due and payable, and interest shall accrue at the rate of 5% per annum compounded daily on the remaining unpaid principal balance, beginning seven (7) business days after delivery of the notice of default. If the Settlement Amount and Investigative Costs Amount, with all accrued interest, are not paid in full within seven (7) business days after delivery of the notice of default, the United States may, at its option: (a) seek specific performance of the Stipulation; (b) offset the remaining

unpaid balance of the Settlement Amount from any amounts due and owing the Defendants by any department, agency or agent of the United States at the time of default; (c) reinstate this lawsuit; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The Defendants shall not contest any offset imposed or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any State or Federal court. In addition, the Defendants shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorney's fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, the Defendants shall not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims which relate to the Covered Conduct, except to the extent those defenses were available on date of the filing of the complaint in this action.

9. The Defendants waive and will not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the United States Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the United States Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of the Stipulation constitutes an agreement by the United States or MTA OIG concerning the characterization of the Settlement Amount or the Investigative Costs Amount for purposes of the Internal Revenue Code, Title 26 of the United States Code or New York State Tax Law.

10. The Defendants agree that this Stipulation is not punitive in purpose or effect.

11. The Defendants fully and finally release the United States, its agencies, departments, employees, servants, and agents from any claims (including attorneys' fees, costs,

and expenses of every kind and however denominated) which the Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, departments, employees, servants, and agents related to the Covered Conduct, and the United States' investigation and prosecution thereof, and this Stipulation.

12. This Stipulation is intended to be for the benefit of the parties only. The parties do not release any claims against any other person or entity, except as provided in this Stipulation. Until the Settlement Amount and Investigative Costs Amount are fully satisfied, the Defendants shall maintain custody of, or make arrangements to have maintained, all documents and records of the Defendants related to the Covered Conduct.

13. The Defendants expressly warrant that they have reviewed their financial situation and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and will not become insolvent following their payments of the U.S. Settlement Amount and the Investigative Costs Amount to the United States and the MTA OIG respectively hereunder. Further, the parties expressly warrant that, in evaluating whether to execute this Stipulation, such parties (i) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (ii) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, the parties warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonable equivalent exchange of value which is not intended to hinder, delay or defraud any entity to which the Defendants were or became indebted to on or after the date of these transfers, all within the meaning of 11 U.S.C. § 548(a)(1).

14. If, within 91 days of the effective date of this Stipulation or within 91 days of any

payment under this Stipulation, the Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors: (i) seeking to have any order for relief of the Defendants' debts; (ii) seeking to adjudicate any of the Defendants as bankrupt or insolvent; or (iii) seeking appointment of a receiver, trustee, custodian or other similar official for either of the Defendants or for all or any substantial part of their assets, then:

a. Defendants' obligations under this Stipulation shall not be avoided pursuant to 11 U.S.C. § 547, and the Defendants shall not argue or otherwise take the position in any such case, proceeding or other action that: (i) the Defendants' obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) the Defendants were insolvent at the time this Stipulation was entered into, or became insolvent as a result of the payments made to the United States and/or MTA OIG hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to the Defendants.

b. In the event that the Defendants' obligations hereunder are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States and/or MTA OIG, at their sole option, may rescind its agreement to this Stipulation, and bring any civil and/or administrative claim, action or proceeding against the Defendants for the claims that would otherwise be covered by the releases provided in paragraphs 5 and 6, above. The Defendants: (i) shall not contend that any such claims, actions or proceedings brought by the United States are subject to an automatic stay pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the

first clause of this paragraph; (ii) the Defendants shall not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceedings which are brought by the United States or the State within thirty (30) calendar days of written notification to the Defendants that the releases herein have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the date the complaint was filed in this action; (iii) the Defendants shall not contest the validity of a claim filed by the United States against the Defendants in the amount of \$6,500,000 and the United States may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding; and (iv) the Defendants shall not contest the validity of a claim filed by the MTA OIG against the Defendants in the amount of \$1,000,000 million and MTA OIG may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding.

c. The Defendants' agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation.

15. Except as expressly provided to the contrary in this Stipulation, the United States, MTA OIG and Defendants shall each bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.

16. This Stipulation is governed by the laws of New York State without regard to choice of law or conflict of laws principles. The parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the parties under this Stipulation as it relates to this action, will be the United States District Court for the Southern District of New York. The

parties waive any objection that any of them may now have or hereafter may have to this venue, whether concerning this Stipulation or for any related suit, action or proceeding, and irrevocably consent to the jurisdiction of this Court and agree to accept and acknowledge service in any such suit, action or proceeding.

17. For purposes of construction, this Stipulation shall be deemed to have been drafted by all parties to this Stipulation and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

18. Any failure by the United States or the MTA OIG to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the United States and the MTA OIG, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation.

19. If any part of this Stipulation shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Stipulation, which shall survive and be construed as if such invalid unenforceable part had not been contained herein.

20. This Stipulation constitutes the complete agreement between the parties. This Stipulation may not be amended, changed, modified or waived except in writing signed by all parties or their authorized representatives.

21. The individuals signing the Stipulation on behalf of the Defendants represent and warrant that they are authorized, respectively, by the Defendants to execute this Stipulation. The undersigned signatories for the United States and the MTA OIG represent that they are signing this Stipulation in their official capacities and that they are authorized to execute this Stipulation.

22. This Stipulation may be executed in counterparts, each of which constitutes an

original and all of which constitute one and the same agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

23. This Stipulation is binding on the Defendants' successors, transferees, heirs, and assigns.

24. None of the Defendants waives any right to pursue any potential legal remedies against each other that may exist as a result of the conduct alleged in this complaint.

25. The Complaint is hereby dismissed, without prejudice to reinstatement in accordance with Paragraph 8 of this Stipulation.

26. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

IF TO THE UNITED STATES:

Lara K. Eshkenazi
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, 3rd Floor
New York, New York 10007
Facsimile: (212) 637-2730

IF TO THE MTA OIG:

Office of the Inspector General
Metropolitan Transportation Authority
Two Penn Plaza, 5th Floor
New York, New York 10121
Facsimile: (212) 878-0105

IF TO DEFENDANTS DRAGADOS AND THE JOINT VENTURE:

Thomas J. Curran
Peckar & Abramson, P.C.
41 Madison Avenue, 20th Floor
New York, NY 10010
Facsimile: (212) 382-3456

IF TO DEFENDANTS JUDLAU:

Mark Rosen

McElroy, Deutsch, Mulvaney & Carpenter, LLP

88 Pine Street, 24th Floor

New York, NY 10005

Facsimile: (212) 483-9129

The Defendants represent that this Stipulation and Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

Dated: New York, New York
April 3, 2012

BARRY KLUGER
Inspector General
Metropolitan Transit Authority

By: _____

C. CLIFFORD BROCK
Chief, Construction Fraud Unit
Office of the Inspector General
MTA
Two Penn Plaza, 5th Floor
New York, NY 10121
Telephone: (212) 878-0099
Facsimile: (212) 878-0105
Email: cbrock@mtaig.org

Dated: New York, New York
April 4, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York

By: _____

LARA K. ESHKENAZI
MARA B. TRAGER
ELLEN M. LONDON
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2758/2799/2737
Facsimile: (212) 637-2730
Email: lara.eshkenazi@usdoj.gov
mara.trager@usdoj.gov
ellen.london@usdoj.gov

Dated: New York, NY
April __, 2012

PECKAR & ABRAMSON
Attorneys for Defendant
Dragados USA, Inc. and
Dragados/Judlau, a Joint Venture

By: _____

THOMAS J. CURRAN
Peckar & Abramson, P.C.
41 Madison Avenue, 20th Fl.
New York, NY 10010
Telephone: (212) 382-0909
Facsimile: (212) 382-3456
Email: tcurran@pecklaw.com

Dated: New York, NY
April __, 2012

McBLOY, DEUTSCH, MULVANEY
& CARPENTER
Attorneys for Defendant
Judlau Contracting, Inc.

By: _____

MARK A. ROSEN
McElroy, Deutsch, Mulvaney & Carpenter
88 Pine Street, 24th Fl.
New York, NY 10010
Telephone: (212) 483-9490
Facsimile: (212) 483-9129
Email: mrosen@mdmc-law.com

SO ORDERED:

UNITED STATES DISTRICT COURT JUDGE

The Defendants represent that this Stipulation and Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

Dated: New York, New York
April __, 2012

BARRY KLUGER
Inspector General
Metropolitan Transit Authority

By:

C. CLIFFORD BROCK
Chief, Construction Fraud Unit
Office of the Inspector General
MTA
Two Penn Plaza, 5th Floor
New York, NY 10121
Telephone: (212) 878-0099
Facsimile: (212) 878-0105
Email: cbrock@mtaig.org

Dated: New York, New York
April __, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York

By:

LARA K. BSHKENAZI
MARA E. TRAGER
ELLEN M. LONDON
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2758/2799/2737
Facsimile: (212) 637-2730
Email: lara.eshkenazi@usdoj.gov
mara.trager@usdoj.gov
ellen.london@usdoj.gov

Dated: New York, NY
April 4, 2012

PECKAR & ABRAMSON
Attorneys for Defendant
Dragados USA, Inc. and
Defendant/Plaintiff Joint Ventures

By:

THOMAS J. CURRAN
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Dated: New York, NY
April 5, 2012

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Judlow Contracting, Inc.

By:

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SO ORDERED:

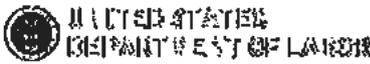
UNITED STATES DISTRICT COURT JUDGE

Company	Agency	DateOfViolation	Violation	TicketNumber	TicketCategoryName	PenaltyImposed	HearingDate	ActualFine	Notes	TicketStatus
Judlau	Dept. of Buildings	2/6/2010 0:00	FAILURE TO HAVE CONSTRUCTION INFORMATION SIGNS POS	177219287	ECB VIOLATION	\$ 1,200.00		\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	6/4/2010 0:00	VEHICLE IDLING FOR MORE THAN 3 MINUTES	00193015K	ECB VIOLATION	\$ 350.00	7/21/2010 0:00	\$ 350.00		Paid And Closed
Judlau	Dept. of Buildings	6/10/2010 0:00	CONSTRUCTION BEFORE 7AM	00265157J	ECB VIOLATION	\$ 1,400.00		\$ 1,400.00	PAID ON 11/18/10.	Paid And Closed
Judlau	Dept. of Buildings	7/9/2010 0:00	CONSTRUCTION BEFORE 7AM	00265171X	ECB VIOLATION	\$ 1,400.00	8/18/2010 0:00	\$ -	DISMISSED. TICKET SHOULD HAVE BEEN WRITTEN OUT TO MIDLAND TECH, NOT JUDLAU	Dismissed
Judlau	Dept. of Buildings	8/24/2010 0:00	CONTAINERS ON ROADWAY STORING CONSTRUCTION MATERIA	177447014	ECB VIOLATION	\$ 750.00		\$ 750.00		Paid And Closed
Judlau	Dept. of Buildings	9/14/2010 0:00	FAILURE TO PROPERLY PUT RECYCLABLES OUT FOR COLLECT	177901195	ECB VIOLATION	\$ 25.00	9/14/2010 0:00	\$ -	TICKET WAS ISSUED TO LAND L&M LAND ONCE OWNED. AT THE TIME OF TICKET, THE LAND HAD ALREADY BEEN SOLD TO A NEW OWNER. EMAILED ECB WITH ALL INFORMATION SHOWING TRANSACTION AND NEW PROPERTY OWNERSHIP.	Dismissed
Judlau	Dept. of Buildings	9/21/2010 0:00	NO NOISE MITIGATION PLAN / FAILURE TO HAVE PLAN AV	00265206R	ECB VIOLATION	\$ 1,315.00	11/3/2010 0:00	\$ 875.00	NOISE MITIGATION PLAN WAS PRESENTED ALONG WITH PICTURES SHOWING THE PLAN UP AT THE PROJECT SITES. INSPECTOR DELJO SAID PLAN WAS ACCEPTABLE EVEN THOUGH IT WAS NOT ON DEP STANDARD FORM. IT PERTAINED ALL	Paid And Closed
Judlau	Dept. of Buildings	9/23/2010 0:00	FAILURE TO COMPLY WITH PERMIT (OCCUPY ONLY 8' OF R	177428231	ECB VIOLATION	\$ 1,200.00	12/20/2010 0:00	\$ 1,200.00	PHOTOGRAPHS FROM INSPECTOR SHOW THAT MACHINERY WAS MORE THAN 8 FT FROM THE CURB. 1/11/11-PAID	Paid And Closed
Judlau	Dept. of Buildings	10/20/2010 0:00	VEHICLES PARKED ON SIDEWALK IN WORK AREA	177092177	ECB VIOLATION	\$ 1,200.00		\$ 1,200.00	ACCEPTANCE OF VIOLATIONS AS NO DEFENSE PROVIDED FROM FIELD. PAID ON 1/7/11	Paid And Closed
Judlau	Dept. of Buildings	10/20/2010 0:00	WORKING BEFORE ALLOWED START TIME OF 5AM	177092186	ECB VIOLATION	\$ 1,200.00		\$ 1,200.00	ACCEPTANCE OF VIOLATIONS AS NO DEFENSE PROVIDED FROM FIELD. PAID ON 1/7/11	Paid And Closed
Judlau	Dept. of Buildings	10/21/2010 0:00	STORAGE CONTAINERS ON STREET WITHOUT PERMIT	177428809	ECB VIOLATION	\$ 2,400.00	1/8/2011 0:00	\$ 890.00		Paid And Closed
Judlau	Dept. of Buildings	11/2/2010 0:00	STEEL PLATES CONSTRUCTION MATERIALS STORED ON ROADWAY W NO VALID PERMITS	177062610	ECB VIOLATION	\$ 750.00	1/27/2011 0:00	\$ -	3/1/11 - DISMISSED. NO EVIDENCE TO PLACE JUDLAU AT THE SCENE.	Dismissed
Judlau	Dept. of Buildings	11/19/2010 0:00	CLOSED ROADWAY WITHOUT PERMIT	178879961	ECB VIOLATION	\$ 1,800.00	3/7/2011 0:00	\$ 1,800.00	GUILTY 4/1/11-PAID	Paid And Closed
Judlau	Dept. of Buildings	12/9/2010 0:00	NO PROTECTION UNDER REFUSE CONTAINER	179069029	ECB VIOLATION	\$ 250.00	1/7/2011 0:00	\$ 250.00	GUILTY 4/1/11-PAID	Paid And Closed
Judlau	Dept. of Buildings	12/16/2010 0:00	NON COMMERCIAL VEHICLES PARKED ON SIDEWALK OR WORK ZONE	178882074	ECB VIOLATION	\$ 1,200.00	12/16/2010 0:00	\$ 1,200.00	3/24/11-VEHICLE BELONGED TO OWNER OF PROJECT, ACCORDING TO CARL B. CARL WORKING ON OWNER REIMBURSING US FOR COST OF VIOLATION. 4/8/11-PAID	Paid And Closed
Judlau	Dept. of Buildings	1/25/2011 0:00	LOADING IN LAKE ADJACENT TO WORKSITE IN VIOLATION OF PERMIT	179349226	ECB VIOLATION	\$ 1,200.00	5/9/2011 0:00	\$ 1,200.00	4/18/11-HEARING ADJOURNED. NEW HEARING SCHEDULED FOR 5/9/11 5/13/11-CARL APPEARED AT HEARING. VIOLATION IS SUSTAINED.	Paid And Closed

Company	Agency	DateOfViolation	Violation	TicketNumber	TicketCategoryName	PenaltyImposed	HearingDate	ActualFine	Notes	TicketStatus
Judlau	Dept. of Buildings	2/2/2011 0:00	TEMP CONSTRUCTION SIGN W/O PERMIT	179058397	ECB VIOLATION	\$ 150.00	4/11/2011 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/23/2011 0:00	NON-COMMERCIAL VEHICLE PARKED IN WORK AREA	179367055	ECB VIOLATION	\$ 1,200.00	5/9/2011 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	2/24/2011 0:00	NON-COMMERCIAL VEHICLE PARKED IN WORK AREA	179058642	ECB VIOLATION	\$ 1,200.00	5/16/2011 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	3/7/2011 0:00	CONSTRUCTION SHANTY ON ROADWAY WITHOUT PERMIT	179292347	ECB VIOLATION	\$ 150.00	5/18/2011 0:00	\$ 150.00		Paid And Closed
Judlau	Dept. of Buildings	3/7/2011 0:00	STORAGE CONTAINERS WITHOUT WARNING SIGNS	179290183	ECB VIOLATION	\$ 1,200.00	5/18/2011 0:00	\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	3/7/2011 0:00	CONSTRUCTION SHANTY WITHOUT STREET PROTECTION	179292356	ECB VIOLATION	\$ 250.00	12/14/2005 0:00	\$ 250.00		Paid And Closed
Judlau	Dept. of Buildings	3/7/2011 0:00	STORAGE CONTAINER WITHOUT REFLECTIVE PAINT	179290192	ECB VIOLATION	\$ 750.00	5/24/2011 0:00	\$ 751.48	RESCHEDULED TO 5/24/11	Paid And Closed
Judlau	Dept. of Buildings	3/18/2011 0:00	FAILED TO COMPLY WITH STIP 023 - TO MAINTAIN ONE 11 FOOT LANE FOR TRAFFIC	179086014	ECB VIOLATION	\$ 1,200.00	6/16/2011 0:00	\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	5/18/2011 0:00	BACK HOE STORED ON PORTION OF ROADWAY W/O PERMIT	179329160	ECB VIOLATION	\$ 250.00	5/18/2011 0:00	\$ 250.00		Paid And Closed
Judlau	Dept. of Buildings	5/18/2011 0:00	CONSTRUCTION EQUIPMENT ON ROADWAY WITH NO WARNING OR TRAFFIC SIGNS	179335283	ECB VIOLATION	\$ 1,200.00	5/18/2011 0:00	\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	6/7/2011 0:00	MINIMUM 2 LANES (10 FT WIDE EACH) MUST BE OPEN AT ALL TIMES. 1 LANE ONLY OPEN AT TIME OF INSPECTION	179328802	ECB VIOLATION	\$ 1,200.00	6/7/2011 0:00	\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	6/9/2011 0:00	WORKING BEFORE 7AM	000267304J	ECB VIOLATION	\$ 3,500.00	6/9/2011 0:00	\$ 1,400.00	7/21/11-PAID	Paid And Closed
Judlau	Dept. of Buildings	7/8/2011 0:00	WORKING ON JOB SITE WITHOUT A PERMIT	179780160	ECB VIOLATION	\$ 50.00	9/21/2011 0:00	\$ 50.00		Paid And Closed
Judlau	Dept. of Buildings	7/8/2011 0:00	NO WARNING SIGNS AT JOB SITE	179780150	ECB VIOLATION	\$ 1,800.00	9/21/2011 0:00	\$ 1,800.00		Paid And Closed
Judlau	Dept. of Buildings	7/20/2011 0:00	BARRIER ON ROADWAY WITHOUT PROPER REFLECTIVE MARKING	179802792	ECB VIOLATION	\$ 250.00	9/21/2011 0:00	\$ 250.00		Paid And Closed
Judlau	Dept. of Buildings	7/20/2011 0:00	2 MOBILE STORAGE CONTAINERS NOT PROPERLY SECURED FROM THE ROADWAY	179802801	ECB VIOLATION	\$ 400.00	9/21/2011 0:00	\$ 400.00		Paid And Closed
Judlau	Dept. of Buildings	7/20/2011 0:00	BARRIER & CONSTRUCTION SHANTY ON ROADWAY 5 FEET FROM TURNING LANE. NO WARNING SIGNS POSTED	179802774	ECB VIOLATION	\$ 1,200.00	9/21/2011 0:00	\$ 1,200.00		Paid And Closed
Judlau	Dept. of Buildings	7/20/2011 0:00	SHANTY ON TOP OF CEMENT BLOCKS WITHOUT STREET PROTECTION	179802783	ECB VIOLATION	\$ 250.00	9/21/2011 0:00	\$ 250.00		Paid And Closed
Judlau	Dept. of Buildings	7/25/2011 0:00	OPENING STREET WITHOUT PERMIT. NO DOT AUTHORIZED SIGNS	179800529	ECB VIOLATION	\$ 1,500.00	9/21/2011 0:00	\$ 1,500.00		Paid And Closed
Judlau	Dept. of Buildings	9/26/2011 0:00	ROADWAY CLOSED TO VEHICULAR TRAFFIC WITHOUT A VALID DOT PERMIT	168240261	ECB VIOLATION	\$ 1,800.00	9/26/2011 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	12/21/2011 0:00	NON COMMERCIAL PRIVATE VEHICLE PARKED IN WORKZONE	180116375	ECB VIOLATION	\$ 1,200.00	12/21/2011 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	1/3/2012 0:00	FAILURE TO DISPLAY REQUIRED SIGNS AT WORKSITE	170233214	ECB VIOLATION	\$ 1,200.00	1/3/2012 0:00	\$ -	AGENT WROTE WRONG DATE ON TICKET. TICKET WAS ISSUED FOR 2013 INSTEAD OF 2012. DISMISSED.	Dismissed

Company	Agency	DateOfViolation	Violation	TicketNumber	TicketCategoryName	PenaltyImposed	HearingDate	ActualFine	Notes	TicketStatus
Judlau	Dept. of Buildings	1/26/2012 0:00	PORTABLE FIRE EXTINGUISHERS AND FIRE HOSES AT WORK SHOP	11300865K	ECB VIOLATION	\$ 5,000.00	1/26/2012 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	3/11/2012 0:00	NO SIGNS DISPLAYING TELEPHONE NUMBER FOR COMPLAINTS, PERMIT # OR PURPOSE OF STREET OPENING	180470400	ECB VIOLATION	\$ 250.00	3/11/2012 0:00	\$ -	6/7/12-ECB CLAIMS RESPONDENT DID NOT REBUT CASE MADE BY PETITIONER THAT PROJECT SIGN IS THE SAME AS SIGN REQUIRED BY CITED REGULATION FOR SIGNS AT WORKSITE.	Paid And Closed
Judlau	Dept. of Buildings	7/30/2012 0:00	PREVENTING PARTICULATE MATTER FROM BECOMING AIR-BOURNE	00400631Y	ECB VIOLATION	\$ 1,400.00	7/30/2012 0:00	\$ 700.00		Paid And Closed
Judlau	Dept. of Buildings	10/27/2012 0:00	FAILURE TO POST CONSTRUCTION INFORMATION SIGN	180844368	ECB VIOLATION	\$ 1,200.00	3/25/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	12/10/2012 0:00	OBSTRUCTING THE FIRE HYDRANT	180423798	ECB VIOLATION	\$ 500.00	12/10/2012 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/8/2013 0:00	FAILURE TO POST CPIS SIGN AT WORKSITE	181854063	ECB VIOLATION	\$ 1,200.00	2/8/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/15/2013 0:00	REQUIRE CERTIFICATE OF COMPLIANCE	11258385M	ECB VIOLATION	\$ 5,000.00	2/15/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	2/28/2013 0:00	30 YARD CONTAINER ON ROADWAY WITHOUT VALID PERMIT	182111564	ECB VIOLATION	\$ 750.00	2/28/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	3/19/2013 0:00	FAILURE TO MAINTAIN 2 LANES FOR TRAFFIC	182119549	ECB VIOLATION	\$ 1,200.00	3/19/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	3/27/2013 0:00	LOADING AND UNLOADING IN A PROHIBITED ZONE	182029724	ECB VIOLATION	\$ 1,200.00	3/27/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	6/3/2013 0:00	OPENING STREET WIHTOUT VALID PERMIT	182118973	ECB VIOLATION	\$ 1,500.00	6/3/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	7/3/2013 0:00	CONCRETE BARRIERS STORED ON ROADWAY WITHOUT PERMIT	182249770	ECB VIOLATION	\$ 250.00	12/16/2013 0:00	\$ -	ERIC SENT PERMIT WITH LOCATON SHOWING NOT A JUDLAU PROJECT	Paid And Closed
Judlau	Dept. of Buildings	7/3/2013 0:00	FAILURE TO POST CPIS SIGN	182249780	ECB VIOLATION	\$ 1,200.00	7/3/2013 0:00	\$ -	ERIC SENT PAPERWORK SHOWING NOT A JUDLAU LOCATON	Paid And Closed
Judlau	Dept. of Buildings	7/30/2013 0:00	CPIS SIGN NOT POSTED AT WORK SITE	182580411	ECB VIOLATION	\$ 1,200.00	7/30/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	7/30/2013 0:00	JERSEY BARRIERS WITHOUT REFLECTIVE MARKERS	182580402	ECB VIOLATION	\$ 750.00	7/30/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	8/2/2013 0:00	LOADING AND UNLOADING OF DUMPTRUCK PARKED ADJACENT TO WORKSITE	168717340	ECB VIOLATION	\$ 1,200.00	8/2/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	9/12/2013 0:00	LOADING AND UNLOADING IN A PROHIBITED ZONE	168717809	ECB VIOLATION	\$ 1,200.00	9/12/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	10/5/2013 0:00	JERSEY BARRIERS AND CHAIN LINK FENCE ON SIDEWALK WITHOUT PERMIT	182643111	ECB VIOLATION	\$ 1,200.00	10/5/2013 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	10/5/2013 0:00	INSTALLATION OF ARROW BOARD WITHOUT PERMIT	182643102	ECB VIOLATION	\$ 750.00	10/5/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	10/8/2013 0:00	CHAIN LINK FENCE ON JERSEY BARRIER WITHOUT PERMIT	182643130	ECB VIOLATION	\$ 750.00	10/8/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	10/24/2013 0:00	FAILURE TO MAINTAIN CONCRETE JERSEY BARRIERS	182719819	ECB VIOLATION	\$ 1,200.00	10/24/2013 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	1/14/2014 0:00	FAILURE TO COUNTERSINK STEEL PLATES IN ROADWAY	182795434	ECB VIOLATION	\$ 250.00	1/14/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	1/14/2014 0:00	MATERIAL STORED IN ROADWAY HIGHER THAN 5 FEET	182795425	ECB VIOLATION	\$ 500.00	1/14/2014 0:00	\$ -		Paid And Closed

Company	Agency	DateOfViolation	Violation	TicketNumber	TicketCategoryName	PenaltyImposed	HearingDate	ActualFine	Notes	TicketStatus
Judlau	Dept. of Buildings	1/15/2014 0:00	NON COMMERCIAL VEHICLE PARKED IN THE WORKZONE	182168920	ECB VIOLATION	\$ 1,200.00	1/15/2014 0:00	\$ -		Payment Pending
Judlau	Dept. of Buildings	2/6/2014 0:00	FAILURE TO HAVE PERMIT FOR JERSEY BARRIERS IN ROADWAY	184019267	ECB VIOLATION	\$ 1,200.00	2/6/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/13/2014 0:00	STORAGE OF MATERIAL OR EQUIPMENT WITHOUT PERMIT	184019285	ECB VIOLATION	\$ 1,200.00	2/13/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/13/2014 0:00	FAILURE TO HAVE A PERMIT FOR CHAIN LINK FENCE	184005003	ECB VIOLATION	\$ 1,200.00	2/13/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/13/2014 0:00	STEEL PLATES WITHOUT SKID RESISTANCE	184004994	ECB VIOLATION	\$ 1,000.00	2/13/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/13/2014 0:00	FAILURE TO RECESS 3 STEEL PLATES AFTER 5 WORKING DAYS	184004985	ECB VIOLATION	\$ 250.00	2/13/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	2/28/2014 0:00	JERSEY BARRIERS STORED IN ROADWAY WITHOUT PERMIT	185496841	ECB VIOLATION	\$ 750.00	2/28/2014 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	2/28/2014 0:00	ROADWAY CLOSURE WITHOUT PERMIT	185496832	ECB VIOLATION	\$ 1,800.00	2/28/2014 0:00	\$ -		Dismissed
Judlau	Dept. of Buildings	3/1/2014 0:00	FAILURE TO MARK OUTER SURFACE OF BARRIERS WITH GLOWING LIGHT	185496850	ECB VIOLATION	\$ 250.00	3/1/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	5/20/2014 0:00	STREET CLOSURE WITHOUT A VALID PERMIT	183987055	ECB VIOLATION	\$ 1,800.00	11/25/2014 0:00	\$ -	19-107	Dismissed
Judlau	Dept. of Buildings	5/22/2014 0:00	FAILURE TO HAVE WARNING GLOW ON BARRIERS	185498868	ECB VIOLATION	\$ 250.00	5/22/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	5/22/2014 0:00	FAILURE TO HAVE WARNING GLOW ON BARRIERS	185498859	ECB VIOLATION	\$ 250.00	5/22/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	6/14/2014 0:00	JERSEY BARRIERS IN ROADWAY WITHOUT VALID PERMIT	185670174	ECB VIOLATION	\$ 1,800.00	12/1/2014 0:00	\$ 1,830.00	19-107	Paid And Closed
Judlau	Dept. of Buildings	7/18/2014 0:00	NON COMMERCIAL VEHICLES PARKED IN THE WORKZONE	187063800	ECB VIOLATION	\$ 1,200.00	12/2/2014 0:00	\$ 1,200.00	19-102(II)	Paid And Closed
Judlau	Dept. of Buildings	7/30/2014 0:00	19-147(D) FAILED TO REPLACE UTILITY ACCESS COVER	187117325	ECB VIOLATION	\$ 250.00	10/27/2014 0:00	\$ 250.00		Paid And Closed
Judlau	Dept. of Buildings	8/20/2014 0:00	NON COMMERCIAL VEHICLE PARKED IN THE WORK ZONE	187085241	ECB VIOLATION	\$ 1,200.00	8/20/2014 0:00	\$ -		Paid And Closed
Judlau	Dept. of Buildings	11/4/2014 0:00	FAILED TO PLACE STREET PROTECTION UNDER CONSTRUCTION MATERIALS	187097222	ECB VIOLATION	\$ 750.00		\$ 750.00	19-121(A)	Paid And Closed
Judlau	Dept. of Buildings	11/30/2014 0:00	HARDWARE NOT FLUSH WITH SURROUNDING AREA	187542769	ECB VIOLATION	\$ 1,000.00	3/2/2015 0:00	\$ -		Hearing Scheduled
Judlau	Dept. of Buildings	1/22/2015 0:00	CUT TREE ROOTS	187024714	ECB VIOLATION	\$ 80.00		\$ 81.99	56 RCNY 1-03 (B)(6)	Paid And Closed
Judlau	Dept. of Buildings	1/22/2015 0:00	CUT TREE ROOTS	187024706	ECB VIOLATION	\$ 500.00		\$ 543.22	56 RCNY 1-04(B)(1)(I)	Paid And Closed



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Quick Link Reference

406862.015	315915801	313065757	312480627	307659474
307659250				

Case Status CLOSED
Inspection: 406862.015 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan		
Nr: 406862.015	Report ID:0215000	Open Date: 04/21/2012
Judlau Contracting Inc. West Broadway And Chambers Street New York, NY 10012 Union Status: NonUnion SIC: NAICS: 237310/ Highway, Street, and Bridge Construction Mailing: 26-15 Ulmer St, Flushing, NY 11354		
Inspection Type: Unprog Ref	Scope: Complete	Advanced Notice: N
Ownership: Private	Safety/Health: Safety	Close Conference: 04/21/2012
Emphasis: L:Localing		Close Case: 07/26/2013
Related Activity: Type ID Safety Health Referral 327940 Yes		

Case Status CLOSED

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations	1					1
Current Violations				1		1
Initial Penalty	4000					4000
Current Penalty				2500		2500
FTA Amount						

Violation Items										
#	ID	Type	Standard	Insurance	Abate	Cur	Infl	Flak	Contest	LastEvent
1	01001	Other	19260251 F02	06/01/2012	\$2500	\$4000	\$0			I - Informal Settlement

Inspection: 315915801 - Dragados Usa- Judlau Jv

Inspection Information - Office: Manhattan		
Nr: 315915801	Report ID:0215000	Open Date: 10/14/2011
Dragados Usa- Judlau Jv Eastside Access Tunnel Proj. New York, NY 10017 Union Status: Union SIC: 1622/Bridge, Tunnel, and Elevated Highway Construction NAICS: 237990/Other Heavy and Civil Engineering Construction Mailing: 3 E. 48th St, 4fl, New York, Ny 10017, NY 10017		
Inspection Type: Referral	Scope: Complete	Advanced Notice: N
Ownership: Private	Safety/Health: Safety	Close Conference: 02/14/2012
Emphasis: L:Fall,St:Fall From Height		Close Case: 01/29/2013
Related Activity: Type ID Safety Health Referral 202655874 Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	9			4		13
Current Violations	1			4		5
Initial Penalty	30000			14000		53000
Current Penalty	7000			12000		19000
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contact	LastEvent
Deleted 1.	01001	Serious	1926020 B02	03/21/2012	04/02/2012	\$3000	\$1000	\$0	04/10/2012	F - Formal Settlement
2.	01002	Other	1926030 A09	03/21/2012	04/02/2012	\$4000	\$4000	\$0	04/10/2012	F - Formal Settlement
Deleted 3.	01003A	Serious	1926040 B01 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012	F - Formal Settlement
4.	01003B	Other	1926040 F06	03/21/2012	04/02/2012	\$0	\$0	\$0	04/10/2012	F - Formal Settlement
Deleted 5.	01004	Serious	1926051 F03	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012	F - Formal Settlement
Deleted 6.	01006	Serious	1926070 8	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012	F - Formal Settlement
Deleted 7.	01008	Serious	1926080 D	03/21/2012	04/02/2012	\$5000	\$3000	\$0	04/10/2012	F - Formal Settlement
Deleted 8.	01007	Serious	1926080 F05	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012	F - Formal Settlement
9.	01009	Other	1926080 A03 II	03/21/2012	04/02/2012	\$0	\$5000	\$0	04/10/2012	F - Formal Settlement
Deleted 10.	01008	Serious	1926080 R13 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012	F - Formal Settlement
11.	01010	Serious	1926080 R14	03/21/2012	04/02/2012	\$7000	\$7000	\$0	04/10/2012	F - Formal Settlement
12.	01011	Other	1926103 A20 III	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012	F - Formal Settlement
13.	01012	Other	1926040 B01 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012	F - Formal Settlement

Inspection: 313069787 - Judau Contracting Inc.

Inspection Information - Office: Manhattan		
Nr: 313065757	Report ID: 0215000	Open Date: 04/02/2009
Judau Contracting Inc. 17 State Street (South Ferry Terminal Project) New York, NY 10004 Union Status: Union		
SIC: 1542/General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses NAICS: 236220/Commercial and Institutional Building Construction Mailing: 25-15 Ulmer Street, College Point, NY 11354		
Inspection Type: Unprog Rel Scope: Complete Ownership: Private Safety/Health: Safety Planning Guide: Safety-Construction Emphasis: L:Fall,S:Fall From Height		Advanced Notice N Close Conference: 04/02/2009 Close Case: 09/14/2009
Related Activity: Type ID Safety Health Referral 202650297 Yes		

Violation Summary						
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	5000					5000
Current Penalty	4000					4000
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contact	LastEvent
1.	01001	Serious	1926025I A01	09/21/2009	09/02/2009	\$4000	\$5000	\$0		I - Informal Settlement

Accident Investigation Summary		
Summary Nr:	202342374	Event: 04/02/2009 Employee Injures Neck When Struck By Falling Pipe
<p>On April 2, 2009, Employee #1, a laborer, and two coworkers (one laborer, one teamster) were assisting in the renovation of a ferry terminal, which included the removal of electrical conduit pipes from its ventilation shaft. The ventilation shaft was 30 feet high and had an opening near a sidewalk that measured 6.67 feet long by 6.33 feet wide. Using a make-shift hoist consisting of a 0.5 inch polypropylene rope and a GMC Duramax diesel truck, Model Number C4500, Employee #1 and his coworkers proceeded to remove the pipes from the ventilation shaft. At the top of the shaft one end of the rope was tied to the back bed of truck, while Employee #1 at the bottom of the shaft tied the rope to the pipes. Additionally, a rubber traffic cone was placed in between the rope and the edge of the metal shaft opening to avoid the rope from being cut. Once Employee #1 tied the rope to each pole, the coworker at the top of the shaft signaled to the coworker operating the truck to move forward, thus holding the pipes up the shaft until they could be grabbed. After holding the poles for approximately one hour, removing at least seven pipes, one of the pipes being hoisted came loose,</p>		

while mkl shaft, and struck Employee #1. Employee #1 was taken to a nearby hospital, where he was hospitalized and treated for an injured neck.

Keywords: falling object, hoisting mechanism, struck by, pipe, manual material handling, neck

Inspection	Degree	Nature	Occupation
1. 313065252	Hospitalized Injury	Other	Occupation not reported

Inspection: 312480627 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan		
Nr: 312480627	Report ID: 0215000	Open Date: 07/22/2008
Judlau Contracting Inc. South Ferry Subway Station New York, NY 10004		Union Status: Union
SIC: 1542/General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses NAICS: 236220/Commercial and Institutional Building Construction Mailing: 26-15 Ulmer Street, College Point, NY 11354		
Inspection Type: Referral Scope: Complete Ownership: Private Safety/Health: Safety	Advanced Notice: N Close Conference: 07/22/2008 Close Case: 01/14/2009	
Related Activity: Type ID Safety Health Referral 202649430 Yes		

Violation Summary						
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			1		3
Current Violations	2			1		3
Initial Penalty	2700			1350		4050
Current Penalty	2025			1350		3375
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Current	Initial	FTA	Cost	Settlement
1.	01001	Serious	19260451 B01	12/09/2008	12/09/2008	\$1013	\$1350	\$0		I - Informal Settlement
2.	01002	Serious	19260451 C03	12/09/2008	12/09/2008	\$1013	\$1350	\$0		I - Informal Settlement
3.	01003	Other	19260454 A	12/09/2008	12/17/2008	\$1350	\$1350	\$0		I - Informal Settlement

Inspection: 307659474 - Judlau Contracting, Inc.

Inspection Information - Office: Tarrytown		
Nr: 307659474	Report ID: 0216000	Open Date: 06/04/2004
Judlau Contracting, Inc. Bronxdale And White Plain Road Bronx, NY 10463		Union Status: Union
SIC: 1799/Special Trade Contractors, Not Elsewhere Classified NAICS: 236220/Commercial and Institutional Building Construction Mailing: 26-15 Ulmer St., College Pt., NY 11354		
Inspection Type: Prog Related Scope: Complete Ownership: Private Safety/Health: Health Planning Guide: Health-Construction Emphasis: N:Lead,S:Lead	Advanced Notice: N Close Conference: 07/19/2004 Close Case: 09/16/2004	
Related Activity: Type ID Safety Health Referral 202027447 Yes		

Violation Summary						
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			1		3
Current Violations	2			1		3
Initial Penalty	3375					3375
Current Penalty	2300					2300
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Cur#	Init\$	Pen\$	Contact	LastEvent
1.	01001A	Serious	19100134 G01 IA	08/24/2004 08/27/2004	\$1800	\$1500	\$0			I - Informal Settlement
2.	01001B	Serious	19100134 G01 IA	08/24/2004 09/17/2004	\$0	\$0	\$0			I - Informal Settlement
3.	01002A	Serious	19260062 G01 I	08/24/2004 09/17/2004	\$1300	\$1875	\$0			I - Informal Settlement
4.	01002B	Serious	19260062 093 II	08/24/2004 09/17/2004	\$0	\$0	\$0			I - Informal Settlement
5.	02001	Other	19260062 NO1 NO	08/24/2004 08/27/2004	\$0	\$0	\$0			I - Informal Settlement

Inspection: 307659250 - Judfau Contracting, Inc.

Inspection Information - Office: Tarrytown		
Nr: 307659250	Report ID:0216000	Open Date: 05/12/2004
Judfau Contracting, Inc. Broxdale And White Plains Road Bronx, NY 10463 SIC: 1622/Bridge, Tunnel, and Elevated Highway Construction NAICS: 237310/ Highway, Street, and Bridge Construction Mailing: 26-15 Ulmer St., College Pt., NY 11354		
Inspection Type: Prog Related Scope: Complete Ownership: Private Safety/Health: Safety Planning Guide: Safety-Construction Emphasis: L:Fall,H:Lead,S:Amputations		Union Status: Union Advanced Notice: N Close Conference: 07/02/2004 Close Case: 09/30/2004

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations	4					4
Current Violations	4					4
Initial Penalty	13500					13500
Current Penalty	10125					10125
FTA Assesmt						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Cur#	Init\$	Pen\$	Contact	LastEvent
1.	01001	Serious	19260025 A	08/05/2004 08/10/2004	\$1901	\$2250	\$0			I - Informal Settlement
2.	01002	Serious	19260034 C	08/05/2004 08/10/2004	\$1501	\$2250	\$0			I - Informal Settlement
3.	01003	Serious	19260451 G01 VII	08/05/2004 08/10/2004	\$3131	\$4500	\$0			I - Informal Settlement
4.	01004	Serious	19260501 B01	08/05/2004 08/10/2004	\$3131	\$4500	\$0			I - Informal Settlement

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Inspection Detail

Quick Link Reference

1138010.015 | 1094457.015 | 1091998.015 | 406862.015

Case Status: PENDING ABATEMENT OF VIOLATIONS, PENDING PENALTY PAYMENT

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. via added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1138010.015 - Judlau Contracting, Inc.

Inspection Information - Office: Chicago North

Nr: 1138010.015	Report ID: 0524200	Open Date: 04/05/2016
Judlau Contracting, Inc. I-90 & Touhy Ave. Des Plaines, IL 60018		Union Status: Union
SIC: NAICS: 237310/ Highway, Street, and Bridge Construction		
Mailing: 1011 Warrenville Rd.#195, Lisle, IL 60532		
Inspection Type: Unprog Rel		
Scope: Partial	Advanced Notice: N	
Ownership: Private		
Safety/Health: Safety	Close Conference: 09/30/2016	
	Close Case:	

Case Status: PENDING ABATEMENT OF VIOLATIONS, PENDING PENALTY PAYMENT

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	\$12,471					\$12,471
Current Penalty	\$12,471					\$12,471
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	19260858 D	10/03/2016	10/07/2016	\$12,471	\$12,471	\$0		Z - Issued

Case Status: CLOSED

Inspection: 1094457.015 - Judlau Contracting Inc.

Inspection Information - Office: Bridgeport

Nr: 1094457.015 Report ID: 0111500 Open Date: 09/18/2015

Judlau Contracting Inc.
 210 North Cherry Streetparker Street
 Wallingford, CT 06492 Union Status: Union

SIC:
 NAICS: 237990/Other Heavy and Civil Engineering Construction
 Mailing: 99 Colony Street, Meriden, CT 06450

Inspection Type: Referral
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 09/18/2015
 Emphasis: N:Trench Close Case: 12/14/2015
 Related Activity: Type ID Safety Health
 Referral 1023232 Yes

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty						
Current Penalty						
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	19260054 D	10/16/2015		\$0	\$0	\$0		Z - Issued

Case Status: CLOSED

Inspection: 1091998.015 - Judlau Contracting Inc

Inspection Information - Office: Manhattan

Nr: 1091998.015 Report ID: 0215000 Open Date: 07/27/2015

Judlau Contracting Inc
 2nd Ave Tunnel Const Proj, 2nd Ave At 68th St
 New York, NY 10065 Union Status: Union

SIC:
 NAICS: 238110/Poured Concrete Foundation and Structure Contractors
 Mailing: 2615 Ulmer St, Flushing, NY 11354

Inspection Type: Unprog Rel
 Scope: Complete Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 07/27/2015
 Emphasis: L:Fall Close Case: 03/16/2016

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations				1		1
Initial Penalty	\$6,300					\$6,300
Current Penalty				\$2,800		\$2,800
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	19260501 B04 II	01/22/2016	01/28/2016	\$2,800	\$2,800	\$0		I - Informal Settlement
Deleted	2.	01002	Serious	19260502 B13	01/22/2016	01/28/2016	\$0	\$3,500	\$0	I - Informal Settlement

Case Status: CLOSED

Inspection: 406862.015 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan

Nr: 406862.015 Report ID: 0215000 Open Date: 04/21/2012

Inspection Detail

Judlau Contracting Inc.
 West Broadway And Chambers Street
 New York, NY 10012
 Union Status: NonUnion

SIC:
 NAICS: 237310/ Highway, Street, and Bridge Construction
 Mailing: 26-15 Ulmer St, Flushing, NY 11354

Inspection Type: Unprog Rel

Scope: Complete Advanced Notice: N

Ownership: Private

Safety/Health: Safety Close Conference: 04/21/2012

Emphasis: L:Localtarg Close Case: 07/26/2013

Related Activity: Type ID Safety Health
 Referral 327940 Yes

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations				1		1
Initial Penalty	\$4,000					\$4,000
Current Penalty				\$2,500		\$2,500
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	19260251 F02	06/01/2012		\$2,500	\$4,000	\$0		I - Informal Settlement

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 DEPARTMENT OF LABOR

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STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25
Illinois Procurement Bulletin Number	22039770
Contract Number	RR-16-4273
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	OHL USA, Inc.
Disclosing Entity's Parent Entity	Obrascon Huarte Lain Construccion Internacional, S.L.U.
Subcontractor	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
			Click here to enter text.
Obrascon Huarte Lain Construccion Internacional, S.L.U.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Obrascon Huarte Lain Construccion Internacional, S.L.U.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
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.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

*(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)*

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: OHL USA, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual

**STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

*(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)*

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of individual bid or contract value)
Subcontractors with subcontract total value of more than \$50,000 must complete

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: OHL USA, Inc.

Signature: _____



Date: January 4, 2017

Printed Name: Teresa Oeste

Title: Secretary

Phone Number: (718) 554-2320

Email Address: toeste@ohiusa.com

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25
Illinois Procurement Bulletin Number	22039770
Contract Number	RR-16-4273
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Obrascon Huarte Lain Construccion Internacional, S.L.U.
Disclosing Entity's Parent Entity	Obrascon Huarte Lain, S.A.
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other <input type="checkbox"/> If you selected Other, please describe: Foreign Company

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A, 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
			Click here to enter text.
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
			Click here to enter text.
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
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.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain Construccion Internacional, S.L.U.**

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. See attached

**STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**
(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

STEP 7

POTENTIAL CONFLICTS OF INTEREST

RELATING TO DEBARMENT & LEGAL PROCEEDINGS

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?

On 28 July 2011, the Government of Gibraltar notified Obrascon Huarte Lain, S.A. (the "Company") about the cancellation of the contract in progress (Gibraltar Airport Border Access Road). In view of this decision, the Company filed a claim challenging it before the Highest Court of Justice (London Queen's Bench Division), which declared that the Government of Gibraltar was indeed entitled to terminate the contract, which was confirmed by the London Court of Appeals (Civil Division) of London.

As regard the termination of the Contract, served on 28 July 2011, in the sentence, handed down on 16 April 2014) the High Court ruled that the Government of Gibraltar has the right to declare the contract terminated.

On 9 July 2015, the Court of Appeal (Civil Division of London) confirmed the sentence. A request was made for permission to file an appeal at the Supreme Court, which was denied on 2 November 2015.

On June 2016, the Company and the Government of Gibraltar agreed to recommence the project and complete the works in the airport access tunnel. The consensus reached by the Government of Gibraltar and the Company has put an end to the parties' legal differences.

As a listed Company on the secondary market of the Madrid and Barcelona Stock Exchanges (Spain), the foregoing information results from the Consolidated Financial Statements of the Company and Subsidiaries (the "Group") for the year ended 31 December 2015, audited by Deloitte, S.L. on April 4, 2016, and prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and the other provisions of the regulatory financing reporting framework applicable to the Group. Consolidated Financial Statements of the Company and Subsidiaries are available on the Company's website (www.ohl.es).

In addition to the aforementioned decision and as with most construction companies, there may be, within the previous ten years, other minor adverse civil judgments and administrative findings against the Company in the ordinary course of its operations, none of which prevent the Company from being able to comply with its contractual obligations or undertake new projects.

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Obrascon Huarte Lain, Construcción Internacional, S.L.U.

Signature: 

Date: January 4, 2017

Printed Name: Enrique Gil Cerezo

Title: Manager of Contracting Department

Phone Number: +34 91 348 43 99

Email Address: gile@ohl.es

**STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Pavement and Bridge Repairs and Preservation, Tri-State Tollway (I-294) from M.P. 0.0 to M.P. 8.25
Illinois Procurement Bulletin Number	22039770
Contract Number	RR-16-4273
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Obrascon Huarte Lain, S.A.
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Other <input type="checkbox"/> If you selected Other, please describe: Publically Traded Foreign Company

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid/offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
			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.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
			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.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – 2	
Name	Address
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.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Yes No. Is your company represented by or do you 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 other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete a profile of annual bid, offer, or contract volume for subcontractors with an individual contract annual value of more than \$50,000 must complete.)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(All vendors must complete a profile of total annual bid, offer, or contract volume for subcontractors with an individual contract annual value of more than \$50,000 must complete.)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

All affirmative responses to questions 4 through 10 on this form require a detailed explanation of the relationship, including the name, salary, State agency or university, and position title of each individual.

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**
(Complete only if bid, offer, or contract has an annual value over \$50,000
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain, S.A.**

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. See attached

**STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**
(Complete only if bid, offer, or contract has an annual value over \$50,000
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter	Click here to enter text.	Click here to enter	Click here to enter	Click here to enter text.

STEP 7

POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?

On 28 July 2011, the Government of Gibraltar notified Obrascon Huarte Lain, S.A. (the "Company") about the cancellation of the contract in progress (Gibraltar Airport Border Access Road). In view of this decision, the Company filed a claim challenging it before the Highest Court of Justice (London Queen's Bench Division), which declared that the Government of Gibraltar was indeed entitled to terminate the contract, which was confirmed by the London Court of Appeals (Civil Division) of London.

As regard the termination of the Contract, served on 28 July 2011, in the sentence, handed down on 16 April 2014) the High Court ruled that the Government of Gibraltar has the right to declare the contract terminated.

On 9 July 2015, the Court of Appeal (Civil Division of London) confirmed the sentence. A request was made for permission to file an appeal at the Supreme Court, which was denied on 2 November 2015.

On June 2016, the Company and the Government of Gibraltar agreed to recommence the project and complete the works in the airport access tunnel. The consensus reached by the Government of Gibraltar and the Company has put an end to the parties' legal differences.

As a listed Company on the secondary market of the Madrid and Barcelona Stock Exchanges (Spain), the foregoing information results from the Consolidated Financial Statements of the Company and Subsidiaries (the "Group") for the year ended 31 December 2015, audited by Deloitte, S.L. on April 4, 2016, and prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and the other provisions of the regulatory financing reporting framework applicable to the Group. Consolidated Financial Statements of the Company and Subsidiaries are available on the Company's website (www.ohl.es).

In addition to the aforementioned decision and as with most construction companies, there may be, within the previous ten years, other minor adverse civil judgments and administrative findings against the Company in the ordinary course of its operations, none of which prevent the Company from being able to comply with its contractual obligations or undertake new projects.

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Obrascon Huarte Lain , S.A.



Signature:

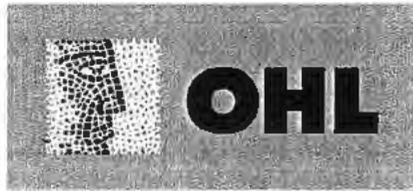
Date: January 4, 2017

Printed Name: Enrique Gil Cerezo

Title: Manager of Contracting Department

Phone Number: +34 91 348 43 99

Email Address: gile@ohl.es



Results Report

9M16



14 November 2016

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1. GROUP PERFORMANCE

We are summing up below the principal challenges faced by the Group, the measures adopted and the solutions in progress:

KEY CHALLENGES		MEASURES ADOPTED & SHORT-TERM ACTIONS
1 Strategy	<ul style="list-style-type: none"> • Sole leadership of CEO across divisions • Implementation of strategic plan principles 	<ul style="list-style-type: none"> ✓ All business divisions reporting to CEO ✓ Implementation of self-financing policy at business level in 2017 ✓ Strong focus on cash conversion
2 Construction Business	<ul style="list-style-type: none"> • Settlement of Legacy Projects • Construction division business model 	<ul style="list-style-type: none"> ✓ Deep analysis of legacy projects status and potential impact ✓ Healthy construction business excluding legacy projects with strong cash conversion rates
3 Concession Business	<ul style="list-style-type: none"> • Asset rotation to fund new investments in Greenfield projects • Growth capacity in LatAm 	<ul style="list-style-type: none"> ✓ Pure promoter and developer of Greenfield assets ✓ New relevant projects awarded in Chile and Peru ✓ Proven and successful asset rotation policy (i.e. Abertis, Conrex, MLO)
4 Capital Structure	<ul style="list-style-type: none"> • Reduction of recourse debt • Pre-fund Equity Commitments • Elimination of margin calls 	<ul style="list-style-type: none"> ✓ Sale of 11.4% in Abertis to prefund equity commitments and reduce recourse leverage ✓ Strong liquidity position at both recourse and non-recourse perimeters (RCF Syndicated Loan refinanced in August 2016) ✓ Total elimination of exposure to margin calls

On the operating level, the profit and loss account for the first nine months of 2016 has been weighted down in the period by the sharp devaluation of the exchange rate of the principal currencies with which the Group operates with respect to the euro (particularly the Mexican peso), as can be seen on the following table where the key figures are set out, calculated by using the same exchange rates in effect during the previous year.

	9M16	Var. 9M16 / 9M15	9M16 Const. Fx rate
Sales	3,116.9	2.0%	3,232.6
EBITDA	571.2	-17.2%	655.3
Attributable net profit	3.9	-94.4%	29.5

At a constant exchange rate (using the same exchange rate than in 9M15), Sales, EBITDA and the Net Profit of the Group would have undergone a change of +5.8%, -5.0% and -57.9% respectively.

A highlight in the period was the excellent performance of the Concessions division, where Sales and EBITDA from Tolls (at a constant exchange rate and without the effect of the change in the consolidation method of Metro Liger Oeste) grew +10.8% and +10.7% respectively, due primarily to the positive performance of the concessions in Mexico, with growth figures in local currency of +13.9% and +15.1%, respectively.

In addition, the following impacts have significantly affected the Net Profit for the period:

- Losses in the amount of -105.3 million euros is "Results of entities valued by the equity method" due to the *Centre Hospitalier de L'Université de Montreal* (CHUM) project in Canada.
- Positive impact of the capital gains generated through the sale of 7.0% of Abertis Infraestructuras, S.A., and the sale of 28.0% of Metro Liger Oeste, S.A. (and the consequent value enhancement of the remaining 23.3%), which represented 114.7 and 41.0 million euros, respectively.

- The penalty in the amount of 34.1 million euros applied by the Community of Madrid to Cercanías Móstoles Navacarnero, S.A. has been posted against results, in line with the principle of prudence, despite having been duly appealed on solid grounds.

Although the Profit and Loss Account at 30 September 2016 does not reflect the positive impact of the capital gains generated by the sale of the 4.425% stake in Abertis (212.1 million euros) on 3 October, the *pro-forma* net profit including that transaction (after deducting all of the expenses associated with it) would have been 176 million euros.

The following aspects stand out in the financial sphere:

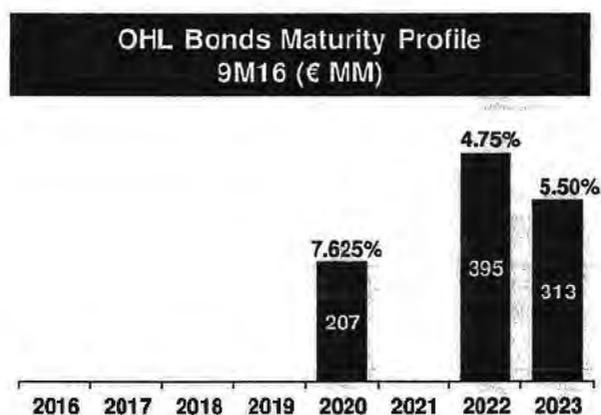
- **Transactions on the Capital Markets**

During the current financial year, OHL has had recourse to the capital markets for repurchasing bonds on two occasions:

- On 23 February 2016, through a cash buy-back offer of its bonds maturing in 2020 at a fix price of 98%. The offer was finally accepted for a total of 32.1 million euros (12% of the outstanding balance on that date).
- Starting in the month of August, following the downturns in its price, through Open Market Repurchases in a total nominal amount of 32.8 million euros: 23.3 million of the bonds maturing in 2020 (10% of the outstanding balance on that date), and 5.5 and 4.0 million euros of the 2022s and 2023s, respectively. The average buy-back price was 82.79%.

Despite the fact that relatively small amounts were involved, both liability management exercises have had a very positive impact on the quotation levels of the bonds on the secondary market, which evidences the scant representativity of the secondary market prices at times of high volatility.

Following these two transactions, the OHL Group now maintains an outstanding Eurobond balance in the amount of 914.5 million euros with a **comfortable maturity profile**:



- **Rotation of assets.**

- Sale of 28.0% of Metro Ligero Oeste, S.A.

Set in the framework of the policy of rotation of assets in Concessions, the sale of 28.0% of Metro Ligero Oeste was completed in September at a total price of 101.7 million euros. The company still maintains the ownership of 23.3%. A total result of

41.0 million euros was posted for this transaction, including the value enhancement of the rest of the stake.

- **Sale of 11.425% of Abertis**

This sale was made in two stages, the first involving 7.0% on 29 June, while the second, for the remaining 4.425%, was concluded on 3 October, obtaining a total of 1.3 billion euros in net funds which have made it possible: (i) to provide OHL Concesiones with additional funds for meeting the equity commitments of the new concessions awarded, (ii) to completely eliminate its debt with trigger risk and (iii) to reduce gross recourse borrowings.

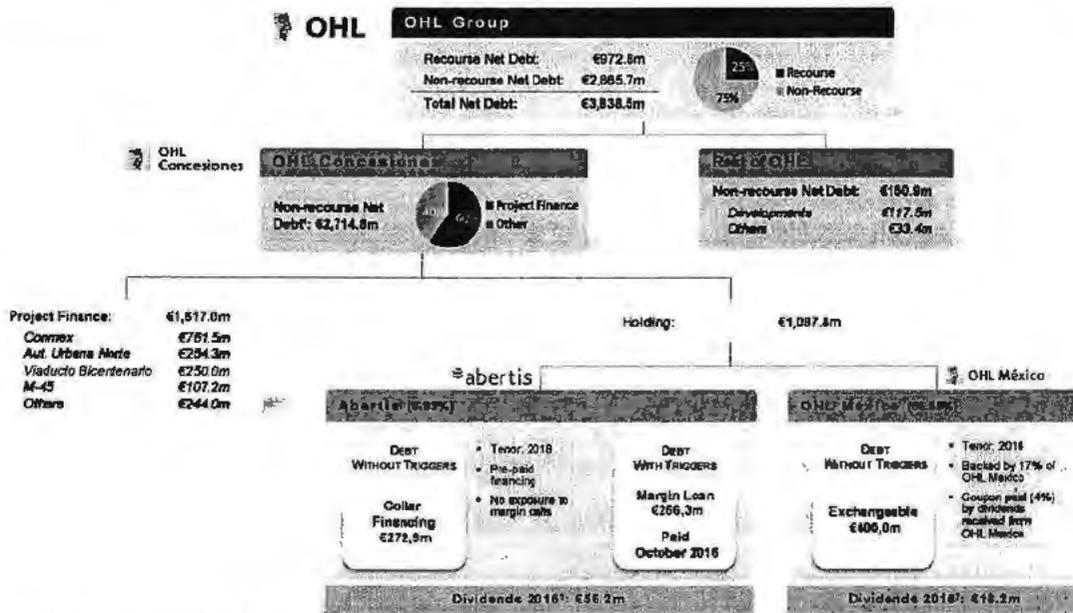
Finally, this has generated a total of 326.8 million euros in capital gains, having obtained a joint IRR of 26.7%.

The 3Q 2016 results presented only include the impact of the sale of the 7.0% stake in Abertis (with a capital gain of 114.7 million euros), since the sale of the 4.425% was concluded and posted in the month of October 2016.

- On 4 October 2016, OHL México reached an agreement with IFM Global Infrastructure Fund for the sale of 24.01% of Organización de Proyectos de Infraestructuras, S.A. de C.V. ("OPI") at the price of 8.6 billion pesos. Following the completion of the transaction, OHL México will retain ownership of 51% of OPI, while IFM will increase its shareholding from 24.99% to 49%. The resources from this transaction will improve the capital structure of OHL México with the objective of being in a position to continue investing in new concession projects. Since the OHL Group does not lose its control of that concession, this transaction will not affect the profit and loss account, and its result will be recognised in Shareholders Equity.

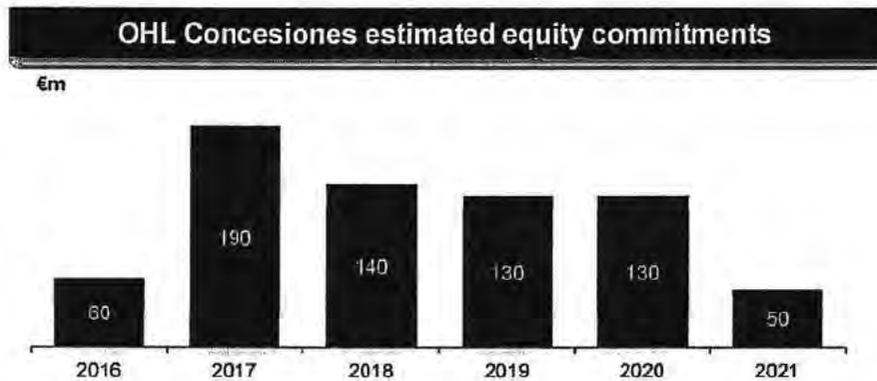
- **Reinforcement of the financial structure of OHL Concesiones.**

- The transfer to OHL Concesiones of the 340 million euros from the capital increase was completed during the third quarter of 2016.
- Both the capital increase as well as the asset rotation transactions have contributed very positively to obtaining a comfortable and sustainable financial structure, without prejudice to the already expressed intention to continue reducing corporate debt, both at OHL S.A. and OHL Concesiones level.



1 Based on a dividend per share of €0.72 according to Abertis' dividend policy
 2 Based on OHL Mexico's announcement to propose a cash dividend of MXND 40 per share, approved at the Company's Shareholders' Meeting EURAMX of 21.7 as of September 30, 2016

OHL Concesiones has already prefinanced the equity commitments for the new concessions to the extent of 62%, which means that its financing requirements are met up to 2018 with a comfortable disbursement timetable:



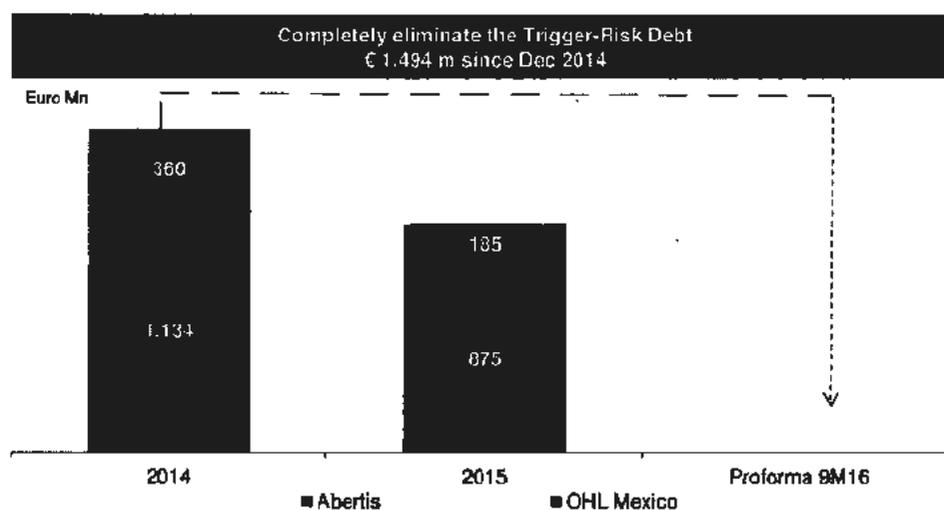
Likewise, in the course of the 2016 financial year, OHL Concesiones has reduced its Corporate Debt by 50.3%, placing it, at the *pro-forma* close of accounts for the third quarter, at 831.5 million euros (in comparison to the 1.7 billion euros at the 2015 annual closing).

OHL Concesiones non-recourse net debt	09/30/2016	Pro-forma
Project financing	1,617.0	1,617.0
Collar Financing (backed by 2,5% Abertis)	272.9	272.9
Margin Loan (backed by 4,425% Abertis)	266.3	-
Exchangeable Bond (backed by 16,99% OHL Mexico)	400.0	400.0
Others	158.6	158.6
Holding debt	1,097.8	831.5
Total OHL Concesiones	2,714.8	2,448.5

Mn Euros

- **Complete elimination of trigger risk.**

With the sale of the 4.425% interest in Abertis on 3 October 2016 and the early repayment of the 266.3 million euros margin loan, the process for eliminating all of the borrowings with trigger risk has been completed. These borrowings, which totalled 1.5 billion euros at the start of 2015, have been fully repaid as of this day and date.

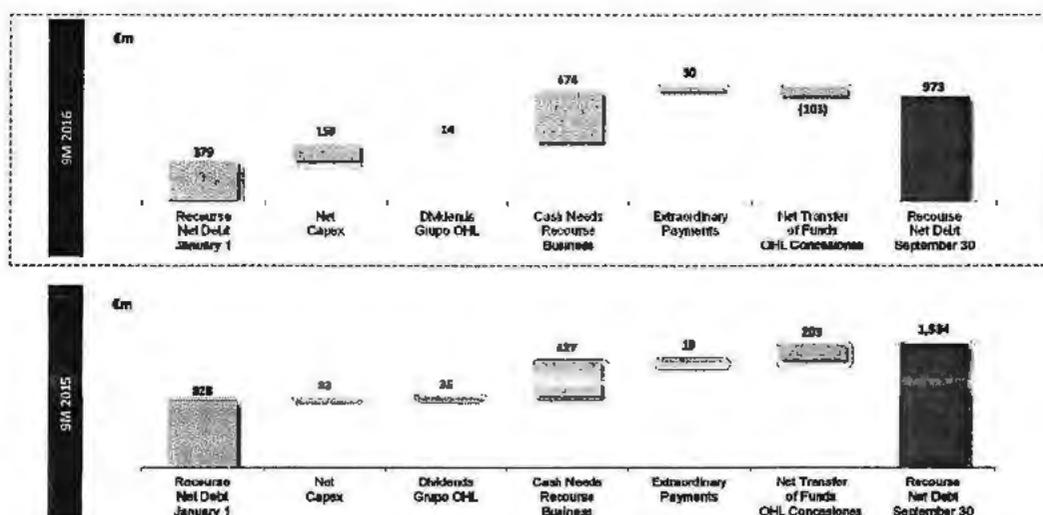


- **Significant Available Recourse Liquidity position** maintained by the Group (904.8 million euros at 30 September 2016):

- **Renewal on 3 May 2016 of the Euro Commercial Paper Programme.** This enables the Group to finance itself in the short term on the Capital Market, being able to maintain a maximum amount in circulation of up to 500.0 million euros.
- **Approval, on 2 August 2016, of the first extension (up to July 2019) of the 250.0 million euros Long-Term Syndicated Loan,** for an amount of 209.0 million euros (84% of the initial amount). This long-term loan provides OHL with long-term financing flexibility at a very competitive cost.

- **Trend in Net Recourse Debt**

The trend in recourse debt at 9M16 compared to 9M15 is as follows:



As can be observed, while the performance of the Organic Cash Flow from the Recourse Business is relatively similar, the principal differences stem from the higher level of CAPEX at 9M16 and from the net movement of funds with OHL Concesiones (see details on page 29).

- **Share buy-back plan**

A share buy-back plan was launched on 2 August for a maximum of 3.0% of the capital or of 45.0 million euros. At 30 September 2016, a total 4,554,876 shares had been purchased, representing 1.52% of the capital, deploying a total of 11.9 million euros.

- Finally, mention must be made of the **substantial value** represented by the **listed shares** (OHL México and Abertis), which are liquid assets with a market value as of September 2016 of approximately 1.5 billion euros, or 835 million euros after excluding the debt associated with the shares, which is **1.2x** the amount of the **pro-forma Net Recourse Debt** following the transaction for the sale of the 4.425% stake in Abertis.

2. HIGHLIGHTS

Main Figures	9M16	9M15*	Var. (%)
Sales	3,116.9	3,054.7	2.0%
EBITDA	571.2	689.5	-17.2%
% of Sales	18.3%	22.6%	
EBIT	433.1	493.6	-12.3%
% of Sales	13.9%	16.2%	
Attributable net profit	3.9	70.1	-94.4%
% of Sales	0.1%	2.3%	

Euro Mn

*Restated

Sales and EBITDA breakdown	9M16	9M15*	Var. (%)
Sales	3,116.9	3,054.7	2.0%
Concessions	407.5	321.9	26.6%
% of Total	13.1%	10.5%	
Engineering & Construction	2,615.2	2,641.1	-1.0%
% of Total	83.9%	86.5%	
Developments	94.2	91.7	2.7%
% of Total	3.0%	3.0%	
EBITDA	571.2	689.5	-17.2%
Concessions	514.4	540.8	-4.9%
% of Total	90.1%	78.4%	
Engineering & Construction	38.2	140.5	-72.8%
% of Total	6.7%	20.4%	
Developments	18.6	8.2	126.8%
% of Total	3.3%	1.2%	

Euro Mn

*Restated

Net Debt	9M16	2015	Var. (%)
Recourse net debt	972.8	379.4	156.4%
Non-recourse net debt	2,865.7	3,627.6	-21.0%
Total net debt	3,838.5	4,007.0	-4.2%

Euros Mn

Order book	9M16	2015	Var. (%)
Short-term	6,411.6	7,151.6	-10.3%
Long-term	75,602.0	57,818.6	30.8%

Euro Mn

Human Resources	9M16	9M15	Var. (%)
Permanent staff	15,950	16,915	-5.7%
Temporary staff	7,889	11,113	-29.0%
Total	23,839	28,028	-14.9%

Other Magnitudes	9M16	9M15
Recourse EBITDA (LTM)	218.0	322.5

Euro Mn

3. PERFORMANCE BY DIVISION

OHL CONCESIONES

Main Figures	9M16	9M15*	Var. (%)
Sales	407.5	321.9	26.6%
EBITDA	514.4	540.8	-4.9%
% of Sales	126.2%	168.0%	
EBIT	452.2	506.0	-10.6%
% of Sales	111.0%	157.2%	

* Restated
Euro mn

The figures of this division have been heavily affected by the trend in currencies, principally the Mexican peso, which has undergone a devaluation of 17%. The comparable Sales and EBITDA (that is, without the variation in the exchange rate and without the effect of the change in the consolidation method of Metro Liger Oeste) present growth figures of +43.0% and +14.8%, respectively.

The performance of the Sales and EBITDA of the Concessions division compared to the previous period is shown below:

Sales	9M16	9M15*	Var. (%)
Concessional activity	284.8	288.6	-1.3%
Proper construction activity	3.6	15.2	-76.3%
IFRIC-12	119.1	18.1	558.0%
TOTAL Sales	407.5	321.9	26.6%

Euro Mn

EBITDA	9M16	9M15*	Var. (%)
EBITDA for concessional activity	184.2	209.7	-12.2%
EBITDA for returns guaranteed	330.2	331.1	-0.3%
TOTAL EBITDA	514.4	540.8	-4.9%

Euro Mn

* Restated

The comparable Sales and EBITDA from Tolls (without the exchange rate and scope of consolidation effect) grew +10.8% and +10.7%, respectively.

The key developments which have influenced the performance of Sales and EBITDA are as follows:

- Toll Revenues remained stable in euros, but grew 10.8% at constant exchange rates with respect to the same period in the previous year.

The trend in traffic flows and toll rates of the concessions are set out on the following table:

	Traffic performance			Tariffs update	
	From 01/01/16 to 09/30/16	From 01/01/15 to 09/30/15	Var. (%)	% Update ⁽⁵⁾	Last update
Mexico					
Amozoc-Perote ⁽¹⁾	37,099	34,142	8.7%	6.00%	July 2016
Concesionaria Mexiquense ⁽¹⁾	328,417	311,674	5.3%	8.30%	February 2016
Viaducto Bicentenario ⁽²⁾	32,198	31,453	2.4%	8.00%	July 2016
Autopista Urbana Norte ⁽²⁾	52,888	49,055	7.8%	5.1% ⁽⁶⁾	September 2016
Spain					
Euroglosa M-45 ⁽²⁾	85,635	80,055	7.0%	-0.80%	March 2016
Autovía de Aragón ⁽²⁾	107,982	104,794	3.0%	-0.80%	January 2015
Puerto de Alicante (T.M.S.) ⁽³⁾	61,234	51,031	20.0%	-	-
Terminal de Contenedores de Tenerife ⁽³⁾	67,665	59,920	12.9%	-	-
Chile					
Terminal Cerros de Valparaiso ⁽⁴⁾	121,395	149,523	-18.8%	1.07%	January 2015
Peru					
Autopista del Norte ⁽¹⁾	43,413	35,374	22.7%	21.50%	February 2016

(1) Average Equivalent Paying Traffic.

(2) Average Daily Intensity (ADI): total km travelled by all of the users of the motorway, divided by the total km in operation. This measurement represents the number of road users who would have travelled the total km in operation of the motorway.

(3) Accrued number of T.E.U. movements.

(4) Average tons of general cargo.

(5) Average increase in the rates applied at each toll plaza, resulting from the rate adjustment provisions established in each concession agreement.

(6) Average increase from the updating of rates for off-peak and peak hours.

- The appreciation/depreciation of the average exchange rate of the euro against the Latin American currencies in September 2016, compared to September 2015:

	9M16	9M15	Var. (%)
Mexican Peso	20.40	17.44	17.0%
Chilean Peso	752.45	715.58	5.2%
Peruvian New Sol	3.76	3.50	7.4%

As a consequence of these factors, the performance of Sales and EBITDA of the principal concession companies, grouped by country, is as follows:

Main Figures	Sales			EBITDA		
	9M16	9M15*	Var. (%)	9M16	9M15*	Var. (%)
Mexico	191.5	196.7	-2.6%	465.8	468.7	-0.6%
Amozoc-Perote	21.6	23.1	-5.6%	12.7	15.3	-17.0%
Concesionaria Mexiquense ⁽¹⁾	120.1	122.5	-2.0%	262.1	266.6	-1.7%
Viaducto Bicentenario ⁽¹⁾	25.8	28.2	-8.5%	75.4	72.8	3.6%
Autopista Urbana Norte ⁽¹⁾	23.8	22.9	3.9%	115.6	114.0	1.4%
Spain	54.9	49.4	11.1%	79.2	88.6	-10.6%
Euroglosa M-45	11.4	11.2	1.8%	9.3	9.7	-4.1%
Autovía de Aragón	24.0	21.8	10.1%	25.8	16.7	54.5%
Metro Ligero Oeste	-	-	n.a.	39.7	59.5	-33.3%
Puerto de Alicante (T.M.S.)	12.2	10.1	20.8%	3.0	1.6	87.5%
Terminal de Contenedores de Tenerife	7.3	6.3	15.9%	1.4	1.1	27.3%
Chile	15.5	21.7	-28.6%	4.5	8.3	-45.8%
Terminal Cerros de Valparaíso	15.5	21.7	-28.6%	4.5	8.3	-45.8%
Peru	22.9	20.8	10.1%	14.1	10.6	33.0%
Autopista del Norte	22.9	20.8	10.1%	14.1	10.6	33.0%
Total Concessions	284.8	288.6	-1.3%	563.6	576.2	-2.2%
Headquarters and others	122.7	33.3	268.5%	-49.2	-35.4	39.0%
Total	407.5	321.9	26.6%	514.4	540.8	-4.9%

Euro Mn

* Restated

(1) Includes the EBITDA of the adjustment for guaranteed returns in accordance with the concession agreements, which is posted as Other Operating Revenues and is not included in Turnover, the same as the rest of the financial asset concession companies. The breakdown at 30 September 2016 is as follows: Concesionaria Mexiquense 169.4 million euros, Viaducto Bicentenario 58.3 million euros and Autopista Urbana Norte 102.5 million euros.

The growth in Revenues from Tolls in local currency in Mexico, with +13.9% in Sales and +15.1% in EBITDA, is particularly significant.

The heading "Central and Others" includes the sales and costs referring to the construction activity carried out by the concession companies themselves, exclusive of "intergroup" transactions, as a consequence of the application of IFRIC 12. In line with the principle of prudence, the OHL Group has equated the sales figure of the construction work performed by the concession companies themselves to the costs of such construction activity, therefore not affecting EBITDA for those years.

OHL Concesiones manages a direct order book of 18 principal concessions including: 14 toll motorway concessions (with a total of 1,070 kilometres), 1 airport and 3 commercial ports.

The long-term order book at 30 September 2016 totalled 75.4 billion euros.

Mexico

- In June 2016, Amozoc-Perote obtained the Second Amendment of its Concession Title, in which Mexico's Secretariat of Communications and Transportation recognised certain additional investments. With this, the concession agreement has been rebalanced through the extension of the concession period by another 30 years and a gradual increase in toll rates over the next six years. In this regard, the toll rate was increased by 6% in July.
- Similarly, in June 2016, Autopista Urbana Norte obtained a new tariff schedule, in recognition of the additional investment required by the project. Toll rates will be progressively increased in the course of the financial year.
- On 4 October 2016, OHL México reached an agreement with IFM Global Infrastructure Fund ("IFM") for increasing its stake by 24.01% in Organización de Proyectos de Infraestructuras, S.A. de C.V. ("OPI"). The manner and terms in which the increase in IFM's stake in OPI will be carried out are subject to the obtaining of consents by third parties and government approvals. Once this transaction has been concluded, IFM will have increased its shareholding in OPI from 24.99% to 49.0%, and OHL México will maintain 51.0%. OPI is the company controlling Concesionaria Mexiquense (ConMex).

IFM has agreed to pay 8.6 billion Mexican pesos in exchange for the increase in its stake in OPI.

This agreement is consistent with OHL México's strategy of rotating mature assets and reinforcing the financial capacity of the Company. The resources from that transaction will improve its capital structure and will be used for investing in new concession projects.

- The Northern Puebla Bypass was opened to traffic in October 2016, thereby finalising the programme for the performance of the infrastructure on time and to specification. The project has been completed in less than two years.

Spain

- At 31 December 2015, **Metro Ligero Oeste** was classified on the Balance Sheet under the "Non-Current Assets and Liabilities Held for Sale" heading, in accordance with IFRS 5, due to its inclusion in a divestiture process. In this regard, in June and July 2016, two sales were concluded with respect to 28.0% of that company, entering a total result of 41.0 million euros, including the value enhancement of the rest of the stake (23.3%).
- On 20 July 2016, the High Court of Justice of Madrid handed down a judgement recognising the economic-financial rebalancing of **Euroglosa M-45** on account of the higher costs of the expropriations, in excess of those set as ceiling prices in the Technical and Economic Terms & Conditions, quantifying such rebalancing at 47.4 million euros, an amount which must be paid by the government administration granting the concession. The Administration has appealed the judgement.
- **Autopista Eje Aeropuerto Concesionaria Española S.A.** and **Aeropistas S.L.U.** have been in a situation of voluntary bankruptcy since 27 January 2014. A Court Order determining the liquidation of both companies was issued on 21 October 2015.
- **Cercanías Móstoles-Navalcarnero** was notified on 14 July 2016 of the ruling of Business Court No. 1 of Madrid, declaring voluntary insolvency proceedings. The Community of Madrid, through the Department of Transport, Housing and Infrastructure, applied a penalty of 34.1 million euros, on account of a breach of the Concession Agreement, in its opinion. This penalty has been duly appealed on solid grounds by the concession company. Nevertheless, based on the principle of prudence, the Group has made a provision for this amount, which it expects to recover in the future.

Chile

- On 9 June 2016, the Coordination of Public Works Concessions of the Government of Chile sent a copy of the Award Decision in the call for tenders for what has been called the “**Camino Nogales-Puchuncavi Concession Re-tendering**”.

The new concession, with a total length of 43 km, includes upgrade works on 27 km of the existing two-way carriageway, as well as the construction of an additional 16 km for the Puchuncavi and Variante Ventanas bypasses. The period for the new concession is a maximum of 38 years, and the investment to be made totals 210 million U.S. dollars. This concession involves an existing infrastructure which will be modernised in order to provide a response to the economic growth experienced in the region. The operations of the existing infrastructure commenced on 1 September 2016, with the corresponding collection of tolls.

Peru

- On 28 January 2016, the Metropolitan Council of Lima approved the award of the private initiative promoted by OHL Concesiones called the **La Molina – Angamos Connection**, consisting of a 12-km-long urban motorway, with a planned investment of 500 million U.S. dollars. At the present time, the Concession Agreement is in the negotiation stage.
- On 22 July 2016, the addendum was signed for the performance of the **Chimbote Bypass**, set in the framework of the Northern Toll Motorway project in Peru, with an agreement for the extension of the concession period for an additional 8 years. The project will call for an investment of 520 million soles and includes a motorway with a 34-kilometre-long dual carriageway, two additional bridges and overpasses.

Abertis

In June 2016, OHL Emisiones, a 100%-owned OHL subsidiary, sold 69,326,692 Abertis shares representing 7.0% of its share capital, at the price of 11.75 euros per share. Following this transaction, OHL Emisiones continued to hold a 6.925% stake in Abertis.

In October, subsequent to the close of accounts for the quarter, OHL Emisiones sold 43,826,542 Abertis shares representing 4.425% of its share capital, at the price of 13.65 euros per share. Following this transaction, OHL Emisiones maintains a shareholding of 2.5% in Abertis.

The origin and destination of the funds from both transactions are set out below:

% of Abertis	9M16	Oct. 2016	TOTAL
	7.00%	4.425%	
Sale amount	814.6	598.2	1,412.8
Expenses directly associated with the sale	-14.1	-19.2	-33.3
Commissions and interests ^(*)	-10.7	-40.0	-50.7
Net funds	789.8	539.0	1,328.8
Use of proceeds:			
Funds for equity in concessions	199.5	-	199.5
Trigger-risk debt reduction	590.3	266.3	856.6
Gross recourse debt reduction	-	272.7	272.7
Net funds	789.8	539.0	1,328.8

Euro Mn

(*) Includes commissions and expenses linked to the cancellation of associated loans

The Balance Sheet has been strengthened to an extraordinary extent as a result of these transactions, as the funds have been used in their entirety for the reduction of gross debt:

- Significant reinforcement of the financial structure of OHL Concesiones, through a substantial reduction of its corporate debt by 50.3% and the total elimination of trigger risk.
- Contribution of additional funds to the recourse scope (272.7 million euros) to be used for the reduction of gross recourse debt.
- Materialisation of a significant total result from both divestiture transactions in the amount of 326.8 million euros (of which, 212.1 million will be recognised in October 2016).

OHL INGENIERÍA Y CONSTRUCCIÓN

Main Figures	9M16	9M15*	Var. (%)
Sales	2,615.2	2,641.1	-1.0%
EBITDA	38.2	140.5	-72.8%
% of Sales	1.5%	5.3%	
EBIT	-30.0	-11.9	-152.1%
% of Sales	-1.1%	-0.5%	

* Restated

Euro mn

The performance of the Engineering & Construction Division, which accounts for 83.9% of the Group's Sales, has been similar overall to that of the same period in the previous financial year, with a variation in Sales of -1.0%.

CONSTRUCCIÓN

Main Figures	9M16	9M15*	Var. (%)
Sales	2,288.5	2,238.2	2.2%
EBITDA	70.0	158.9	-55.9%
% of Sales	3.1%	7.1%	
EBIT	5.9	16.4	-64.0%
% of Sales	0.3%	0.7%	

* Restated

Euro mn

Construction is the principal activity of the Engineering & Construction Division and contributes 87.5% of the Division's Sales (73.4% of the Group's total Sales), presenting +2.2% growth in Sales (+4.5% at a constant exchange rate). This growth is due primarily to the increased activity in the U.S., both as a result of the start of new projects as well as due to the stepped-up pace of production in those already underway, with the U.S. accounting for +41.1% growth in sales over the same period in the previous year and now representing 43.2% of the total Sales of the Division.

EBITDA represents 3.1% on Sales and has been affected by: (i) the increase in the relevance of the developed economies in the project mix which typically have narrower margins (i.e.: the U.S. accounts for 34.0% of the total new contracting up to September), (ii) the delay in the start of the construction work on the new concessions awarded in Mexico, Chile and Colombia and (iii) the negative margins registered in a number of legacy projects.

In the context of the management of legacy projects, a significant effort is being made by the Construction Division in an attempt to arrive at negotiated solutions in the litigious situations existing in some of these projects, where additional revenues have not been obtained since the onset of such situations. A clear example of this is the Oran Convention Centre project where, subsequent to the close of accounts for 2015, the collection of a total of 100 million euros was completed, thereby achieving a final friendly solution to the dispute, and without an impact on the Profit and Loss Account.

A significant development was the loss of -105.3 million euros recognised in the "Result of entities accounted for by the equity method", in Canada, due to the *Centre Hospitalier de L'Université de*

Montreal (CHUM), as a consequence of increases in costs stemming from the stepped-up pace for completing the work on schedule and other costs.

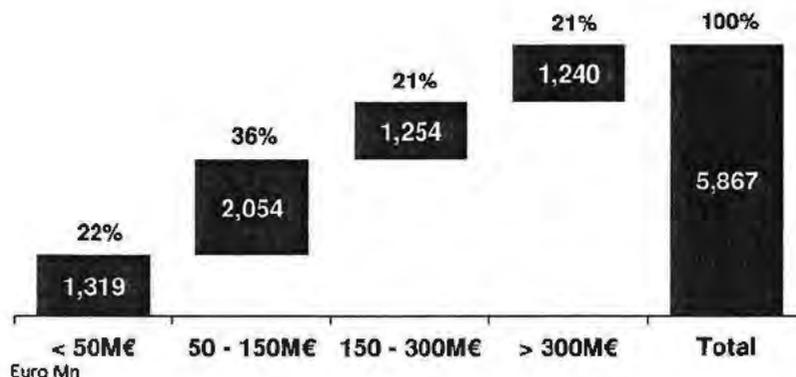
Also, a provision for -20.6 million euros was made in June to cover the balance of "Work Completed and Pending Certification" in the *Design&Build Package 5 Mushaireb Station/ Education City* project in Doha (Qatar), an amount which is expected to be recovered once the legal steps initiated due to the termination of the contract have finalised. To date, there has been no developments in the status of this project.

The short-term order book at 30 September 2016, worth 5.9 billion euros, represents 21.4 months of sales, providing significant visibility as to the future growth of this activity. The order book presents a balanced profile both in terms of geographical location as well as project size, with 89.3% originating from the Home Markets (where the Pacific Alliance stands out with 41.0%, and the U.S. and Canada with 26.4%) and with only 21.1% of projects of a size in excess of 300 million euros (76.3% of which are projects for our own concessions).

The geographical distribution of the short-term Construction order book is shown below:

	9M16
Home Markets	89.3%
Pacific Alliance	41.0%
USA & Canada	26.4%
Spain	18.2%
Czech Rep. And catchment area	3.7%
Other	10.7%

The order book, according to project size, is distributed as follows:



Of the total Construction order book, 25.9% refers to projects to be performed for our own concessions, among which the following stand out: Río Magdalena (Colombia), Américo Vespucio Oriente (Chile), Atizapán-Atlacomulco (Mexico), the Port of Valparaíso (Chile), Camino Nogales-Puchuncavi (Chile) and Evitamiento de Chimbote (Peru). The start-up of projects of this kind will contribute to improving the Division's margins.

The 10 most significant contracts currently in the order book are the following:

	Country	9M16
Autopista Río Magdalena	Colombia	347.1
Autopista Vespucio Oriente	Chile	322.8
Autopista Atizapán-Atzacmulco	Mexico	311.5
FFCC Marmaray Project	Turkey	288.9
Hospital de Curicó	Chile	228.9
LAV Oslo-Ski (Follo Line project)	Norway	198.6
Puerto de Valparaíso	Chile	172.7
Rehabilitación túnel Queens Midtown	USA	165.5
Tren Ligero Guadalajara	Mexico	162.7
Tren Interurbano Toluca	Mexico	151.3
10 largest projects in backlog		2,350.0

Euros Mn

It is important to highlight the significant focus on the Home Markets (79.3% of the total), the fact that 4 of the projects (49.1% of the total) are for our own concessions and that only one is a Legacy Project (Marmaray).

During the 9M16 period, new construction contracts have been obtained for a total amount of 1.8 billion euros, 34% of which are located in the U.S.

The following stand out among the new awards in the 2016 financial year:

	Country	9M16
Hospital de Curicó	Chile	228.9
Owen's Lake Dust Mitigation project	USA	195.7
Evitamiento de Chimbote	Peru	117.0
Ellis CO. - IH 35E. Ellis North	USA	116.0
Camino Nogales Puchuncavi	Chile	115.0
Widening from North of SW 40th Street to SR-836	USA	100.5
Elevación presa Antamina	Peru	72.9
Travis Ct - IH35 Widening at Wm Canon Dr	USA	71.0
Ampliación puerto de Bilbao - Espigón central	Spain	63.4
George Washington Bridge	USA	51.4
Total main awards in 2016		1,131.8

Euro Mn

Subsequently, on October 31st, OHL USA has been declared by the local Authority of California Best-Value Proposer in the Design & Build Contract of the Interstate 405 Improvement Project. This is a 1.2 billion U.S. dollars contract, to be executed 60% by OHL and the formal award is expected for the end of this year.

INDUSTRIAL

Main Figures	9M16	9M15	Var. (%)
Sales	187.4	254.1	-26.2%
EBITDA	-34.1	-27.4	-24.5%
% of Sales	-18.2%	-10.8%	
EBIT	-37.5	-34.6	-8.4%
% of Sales	-20.0%	-13.6%	

Euro Mn

The Industrial business has experienced a -26.2% drop in Sales with respect to the same period in the previous year, with a figure of 187.4 million euros. This decline is due principally to: (i) the completion of on-going projects, (ii) a temporary slowdown in the performance of certain projects and (iii) the negative effect of the exchange rates (principally that of the Mexican peso) which explains -4.6% of that variation.

Since the foregoing figures have been consolidated under IFRS by the equity method, these figures do not include the 50% participation OHL Industrial has in the Joint Venture performing the construction of the Empalme I Combined Cycle plant in Mexico for the CFE (awarded in April 2015). Had such participation been consolidated by the proportional integration method, the Sales, EBITDA and Order Book figures for this period would have increased by +95.3, +7.4 and +105.9 million euros, which would mean a change in performance of +11.3%, +2.6% and +45.7%, respectively, in comparison with previous year.

EBITDA performance has been negative, due to the situation described above and to a number of fixed structural expenses which, although necessary for being in a position to take on the new projects being tendered in the Division, are not being absorbed until the Division achieves a growth that allows it to have the scale necessary to be competitive.

The Industrial order book at 30 September 2016 was placed at 221.1 million euros and does not include either the Empalme I Combined Cycle plant, as discussed above, or the award for the construction of a cement manufacturing plant in Colombia with a budget of approximately 238.0 million dollars (215 million euros), or other mining projects recently awarded in Peru worth 23 million euros.

This important award in Colombia, which by itself doubles the size of the order book, together with the intense commercial activity being carried out by this Division, should contribute soon to generating growth and a change in scale that should let it to significantly improve its profitability.

SERVICIOS

Main Figures	9M16	9M15	Var. (%)
Sales	139.3	148.8	-6.4%
EBITDA	2.3	9.0	-74.4%
% of Sales	1.7%	6.0%	
EBIT	1.6	6.3	-74.6%
% of Sales	1.1%	4.2%	

Euro Mn

The Sales obtained by this Division total 139.3 million euros and, in comparable terms (without including in 2015 the sales referring to Sacova, a company sold in Nov-2015), present 9.9% growth.

Having said this, the Services business (which is the smallest of the three areas comprising Engineering & Construction segment), obtained an EBITDA margin of 1.7%, in comparison to 2.9% during the previous period (in comparable terms), due to the increased competition in the domestic sector. This situation should improve as the increased presence of this Division outside of the country (Mexico, USA and Chile, where the commercial activity is being intensified) materialises in the next few months.

OHL DESARROLLOS

Main Figures	9M16	9M15	Var. (%)
Sales	94.2	91.7	2.7%
EBITDA	18.6	8.2	126.8%
% of Sales	19.7%	8.9%	
EBIT	10.9	-0.5	n.a.
% of Sales	11.6%	-0.5%	

Euro Mn

The Developments Division, with Sales worth 94.2 million euros, obtained figures very similar to those in the same period of the previous financial year as a reflection of the similar performance of the Sales made by the hotels in Mayakobá and of the reference currency, the U.S. dollar. The excellent performance of the Mayakobá hotels stands out, with occupancy levels in excess of 60%, confirming the strength of the tourism sector in Mexico.

The EBITDA figure of 18.6 million euros shows very significant growth with respect to the same period in the previous year. This is largely driven by both the improvement in the EBITDA of the hotels, due to occupancy and better margins, as well as the increased real estate activity in Mayakobá and in the Ciudad Mayakobá project, have contributed to this growth.

4. FINANCIAL STATEMENTS (figures unaudited)

Comparison of the information

At the end of the 2015 financial year, the Group proceeded to present the concession companies with a Guaranteed Returns clause (in which there is an unconditional cash collection right), in accordance with the financial asset model.

This presentation has no impact whatsoever on the results, the consolidated equity or the assets of the Group, however, the sales relating to all financial asset model concessions go on to be recognised as "Other operating revenues", the same as was the case with the guaranteed returns concession companies.

The information referring to 30 September 2016 has been standardised to make it comparable.

CONSOLIDATED PROFIT AND LOSS ACCOUNT

	9M16	9M15*	Var. (%)
Turnover	3,116.9	3,054.7	2.0%
Other operating revenues	494.2	550.5	-10.2%
Total Operating Revenues	3,611.1	3,605.2	0.2%
% of Sales	115.9%	116.0%	
Operating expenses	-2,353.6	-2,261.5	4.1%
Personnel expenses	-686.3	-654.2	4.9%
EBITDA	571.2	689.5	-17.2%
% of Sales	18.3%	22.6%	
Amortisation	-95.8	-120.0	-20.2%
Changes in provisions	-42.3	-75.9	-44.3%
EBIT	433.1	493.6	-12.3%
% of Sales	13.9%	16.2%	
Financial revenues	35.3	33.7	4.7%
Financial expenses	-304.7	-367.8	-17.2%
Change in the fair value of financial instruments	-107.0	1.1	n.a.
Exchange differences	-21.8	-20.7	5.3%
Deterioration and result from disposals of financial instruments	228.4	0.0	n.a.
Financial profit / (loss)	-169.8	-353.7	-52.0%
Equity accounted entities	8.9	164.5	-94.6%
Profit / (loss) on continuing activities before taxes	272.2	304.4	-10.6%
% of Sales	8.7%	10.0%	
Corporate tax	-134.0	-99.2	35.1%
Profit / (loss) on continuing activities in the year	138.2	205.2	-32.7%
% of Sales	4.4%	6.7%	
Result after taxes on discontinued operations	0.0	0.0	n.a.
Profit / (loss) for the year	138.2	205.2	-32.7%
% of Sales	4.4%	6.7%	
Minority interests	-134.3	-135.1	-0.6%
Result attributed to the parent company	3.9	70.1	-94.4%
% of Sales	0.1%	2.3%	

Euro Mn

* Restated

CONSOLIDATED PROFIT AND LOSS ACCOUNT

The turnover of the Group in the first nine months of the 2016 financial year totalled 3.1 billion euros, up 2.0% with respect to the figure recorded in the same period of 2015, such growth being due principally to the Concessions Division.

The turnover of the Concessions business, which amounted to 407.5 million euros, increased +26.6% despite the 17.0% devaluation of the average exchange rate of the Mexican peso against the euro. Without this effect (applying the exchange rates prevailing in the previous period), the Sales would have undergone an increase of +43.0%.

The Engineering & Construction Division obtained a turnover of 2.6 billion euros, representing a slight decline of -1.0%, and accounts for 83.9% of the Group's total turnover.

The most significant business line is Construction which, with 2.3 billion euros in sales, accounts for 73.4% of the total for the Group, and has experienced 2.2% growth with respect to the first nine months of the 2015 financial year, driven by the increased activity in the U.S., Latin America and Spain

This growth obtained by Construction offsets the decline in activity in Industrial and Services.

The Developments Division, with a much lower relative weight (3.0% of the total), has experienced +2.7% growth in turnover in relation to the figure obtained in the first nine months of the 2015 financial year.

In this period, international sales accounted for 80.8% of turnover, in comparison to 82.2% in the same period of the past financial year.

In the distribution of sales by geographical area, the U.S. and Canada represent 31.6% of the total, Spain 19.2%, Mexico 19.4%, and Central and Eastern Europe 7.8%.

Under the heading of other operating revenues, totalling 494.2 million euros at September 2016, the Group includes mainly the revenues relating to the financial asset concessions and particularly those referring to the Mexican concession companies with a Guaranteed Returns clause.

The total operating revenues amounted to 3.6 billion euros, a figure practically identical to that of the first nine months of 2015, despite the devaluation against the euro of the principal currencies in which the Group operates.

The gross operating profit (EBITDA) for the first nine months of the 2016 financial year was placed at 571.2 million euros, representing 18.3% of turnover and declining -17.2% with respect to the figure recorded in the same period of the 2015 financial year.

The EBITDA obtained by Concessions accounts for 90.1% of the total EBITDA of the Group, and amounts to 514.4 million euros, down -4.9% with respect to the figure at 30 September 2015, due to the devaluation of the Mexican peso against the euro. Without this impact neither the change in the scope (sale of MLO), the EBITDA obtained by Concessions would have grown +14.8%.

The Engineering & Construction Division reached an EBITDA figure of 38.2 million euros, plunging -72.8%, and is the principal area responsible for the decline of the EBITDA figure at Group level.

The Developments Division obtained an EBITDA figure of 18.6 million euros, representing 19.7% on turnover, and more than doubled the figure recorded in the same period of the 2015 financial year.

International operations account for practically the total EBITDA of the Group, and are generated primarily in Mexico (86.7%).

The net operating profit (EBIT) totalled 433.1 million euros, that is, 13.9% on turnover, and has been affected by the exchange rate and the decline in the EBITDA margin.

The net amount of **financial revenues and expenses** in the first nine months of 2016 totalled -269.4 million euros, signifying an improvement of 64.7 million euros with respect to the same period in 2015, principally due to a lower volume of indebtedness and lower interest rates.

Particularly significant within this heading is the figure for financial expenses, which totalled -304.7 million euros, in comparison to -367.8 million in the same period of the previous financial year, due to the substantial reduction in gross borrowings carried out in the period. Concession companies account for 50.3% of these expenses.

The amount of recurring financial expenses (i.e. excluding extraordinary commissions and other costs) totalled -284.7 million euros (in comparison with -346.9 million euros as of September 2015), representing approximately a 5.0% average cost of the average gross debt being a lower percentage in comparison with the same period of the previous year.

The amount of the **change in the fair value of financial instruments** in the first nine months of the 2016 financial year totalled -107 million euros, a sharp decline with respect to the 1.1 million euros in the same period during 2015. This is due to the fact that with respect to the concession companies of the Construction business and Metro Liger Oeste, S.A., which were sold in 2016, and -as required by the IFRS-, the valuation of the derivatives associated with such assets, which previously had been included as in shareholders equity, has been included as losses (-77.9 million euros and -24.9 million euros, respectively). This transaction has a negative effect on this heading in the amount of 102.8 million euros, while the heading of "Adjustments for changes in value" has improved by the same amount on the Balance Sheet, at the same time as the Shareholders Equity remain unchanged.

The **exchange rate differences** amounted to -21.8 million euros, similar to the -20.7 million figure recorded in the first nine months of the 2015 financial year.

The amount of the **impairment and result from the disposal of financial instruments** totalled 228.4 million euros and refers, principally to:

- The positive outcome in the amount of 114.7 million euros obtained from the sale in June 2016 of 7% of Abertis Infraestructuras, S.A. at the price of 814.6 million euros, a transaction which has been explained previously.
- The positive result in the amount of 90.9 million euros obtained in the sale of the concession companies of the Construction business which were available for sale (Superficialia Los Bermejales, S.A., Concessió Estacions Aeroport L-9, S.A., Phunciona Gestión Hospitalaria, S.A and Urbs Iudex et Causidicius, S.A.). As mentioned previously, the result was reduced by -77.9 million euros included under the heading of "Changes in the fair value of financial instruments", whereby the sale delivered a net capital gain of 13.0 million euros. This divestiture has signified a cash inflow of 142.0 million euros.
- The positive result in the amount of 16.3 million euros obtained from the sale of 28.0% of Metro Liger Oeste, S.A.

The **result of companies valued by the equity method** totalled 8.9 million euros, with the following significant elements:

- The positive result of Abertis Infraestructuras, S.A. in the amount of 47.2 million euros.
- The loss of -105.3 million euros in projects performed in Canada, primarily due to the Health Montreal Collective. CJV L.P., which is building the Centre Hospitalier de L'Université de Montreal (CHUM).
- The result of 48.6 million euros, from the value enhancement of the 23.3% stake in Metro Liger Oeste, S.A., following the sale of a 28.0% interest in the company. The total outcome of this transaction, including the valuation of the derivatives, the result of the sale and the value enhancement, amounted to 41.0 million euros.

The **profit before taxes** totalled 272.2 million euros, that is, 8.7% on turnover, decreasing by 10.6% with respect to the figure for the first nine months of the 2015 financial year.

The **tax on profits** amounted to -134.0 million euros, in comparison to -99.2 million euros in the same period of the previous year.

The effective tax rate is 30.2%, compared to 32.5% in the first nine months of the 2015 financial year.

For the calculation of that rate, the results from the application of the equity method and other items without a tax effect are eliminated, and the fact that the Group –following prudent criteria- does not recognise tax credits unless there is assurance of their recovery must be taken into account. In this regard, it should be noted that in the same period of 2015, a tax credit of 27.2 million euros was recognised in OHL México S.A.B de C.V. for offsetting the capital gain from the sale of the 25.0% stake in ConMex, which explains a large part of the difference in the tax on profits between the two periods.

The **result attributed to minority interests** totalled -134.3 million euros, decreasing by 0.8 million euros with respect to the result in the same period of 2015.

The **profit attributed to the Parent Company** totalled 3.9 million euros, that is, 0.1% on turnover

CONSOLIDATED BALANCE SHEET

	09/30/2016	12/31/2015	Var. (%)
Non-current assets	9,361.0	10,233.6	-8.5%
Intangible fixed assets	296.1	316.3	-6.4%
Tangible fixed assets in concessions	6,185.1	6,515.6	-5.1%
Tangible fixed assets	623.8	636.0	-1.9%
Real estate investments	77.3	61.9	24.9%
Equity-accounted investments	1,193.3	1,668.2	-28.5%
Non-current financial assets	355.2	411.5	-13.7%
Deferred-tax assets	630.2	624.1	1.0%
Current assets	3,939.0	5,055.3	-22.1%
Non-current assets held for sale	0.0	833.3	-100.0%
Stocks	235.5	270.4	-12.9%
Trade debtors and other accounts receivable	2,724.0	2,462.3	10.6%
Other current financial assets	336.2	334.6	0.5%
Other current assets	60.2	56.8	6.0%
Cash and cash equivalents	583.1	1,097.9	-46.9%
Total assets	13,300.0	15,288.9	-13.0%
Net shareholders' equity	4,392.5	4,811.7	-8.7%
Shareholder's equity	3,473.8	3,494.0	-0.6%
Capital	179.3	179.3	0.0%
Issue premium	1,265.3	1,265.3	0.0%
Reserves	2,025.3	1,993.8	1.6%
Result for the year attributed to the parent company	3.9	55.6	-93.0%
Valuation adjustments	-628.5	-447.0	40.6%
Parent company shareholders' equity	2,845.3	3,047.0	-6.6%
Minority interests	1,547.2	1,764.7	-12.3%
Non-current liabilities	5,798.3	6,583.5	-11.9%
Subsidies	52.3	52.7	-0.8%
Non-current provisions	192.5	168.8	14.0%
Non-current financial debt (*)	4,115.2	4,723.2	-12.9%
Other non-current financial liabilities	84.9	88.6	-4.2%
Deferred-tax liabilities	1,185.5	1,211.4	-2.1%
Other non-current liabilities	167.9	338.8	-50.4%
Current liabilities	3,109.2	3,893.7	-20.1%
Non-current liabilities held for sale	0.0	567.2	-100.0%
Current provisions	330.4	289.3	14.2%
Current financial debt (*)	642.6	716.3	-10.3%
Other current financial liabilities	8.8	44.9	-80.4%
Trade creditors and other accounts payable	1,728.4	1,921.4	-10.0%
Other current liabilities	399.0	354.6	12.5%
Total liabilities and net shareholders' equity	13,300.0	15,288.9	-13.0%

* Includes Bank debt + Bonds

Euro Mn

The principal headings of the consolidated balance sheet at 30 September 2016 and the changes therein with respect to 31 December 2015 are as follows:

Fixed assets in concession projects: this heading takes in all of the Group's concession assets, both those under the intangible asset model as well as those under the financial asset model.

The balance at 30 September 2016 totalled 6.2 billion euros, decreasing by 330.5 million euros with respect to 31 December 2015, due principally to the net effect of:

- A net increase of 356.2 million euros undergone by the Mexican concessionaires with Guaranteed Returns (Autopista Urbana Norte, S.A. de C.V., Concesionaria Mexiquense, S.A. de C.V. and Viaducto Bicentenario, S.A. de C.V.).
- A decrease in the amount of 745.9 million euros due to the 15.0% devaluation of the final exchange rate of the Mexican peso against the euro.
- A net increase of 59.2 million euros in the rest.

Of the total balance, 4.9 billion euros, 79.5% of the total, refer to concession companies under the financial asset model, generated principally by the Mexican concession companies.

Likewise, 59.1% of the financial assets (2.9 billion euros) refers to the amount entered as Guaranteed Returns.

Investments accounted for by applying the equity method: the balance of this heading at 30 September 2016 totalled 1.2 billion euros, decreasing by 474.9 million euros with respect to 31 December 2015, due mainly to the sale in June 2016 of 7.0% of Abertis Infraestructuras, S.A.

The balance under this heading of the stake in Abertis Infraestructuras, S.A. totals 696.1 million euros, while its value on the stock exchange at 30 September 2016 was 950.6 million euros (13.86 euros per share).

At 30 September 2016, the Group maintained a significant stake of 6.925%.

An additional 4.425% of Abertis Infraestructuras, S.A. was sold in October 2016, as explained previously, and following this transaction, the shareholding of the Group in Abertis Infraestructuras, S.A. is now placed at 2.5%, which is not considered significant.

Non-current assets and liabilities held for sale: these headings, which totalled 833.3 and 567.2 million euros respectively at 31 December 2015, included the assets and liabilities of the concession companies of the Construction business and of Metro Ligero Oeste, S.A.

The divestiture of the concession companies of the Construction business and of 28.0% of Metro Ligero Oeste, S.A. materialised in this period, maintaining a 23.3% stake in the latter company, and these balances were written off.

Trade debtors and other accounts receivable: at 30 September 2016 the balance of this heading totalled 2.7 billion euros, accounting for 20.5% of the total assets

Works certified for progress payments still outstanding and works pending certification represented 73.4% of the total of this balance and amounted to 2.0 billion euros (5.4 months of sales), in comparison to 1.7 billion in the 2015 financial year (4.8 months of sales).

This heading has declined by 79.8 million euros (125.1 million euros at 31 December 2015), on account of client receivables assignments, without the possibility of recourse in the event of default in payment by such clients (non-recourse factoring), which is the reason why this balance has been reduced.

Parent Company shareholders' equity: at 30 September 2016 totalled 2.8 billion euros, representing 21.4% of the total assets and decreasing by 201.7 million euros with respect to 31 December 2015, due to the net effect of:

- An increase in the attributable profit in the first nine months of the 2016 financial year, totalling 3.9 million euros.
- A decrease in the amount of 13.7 million euros due to the dividend paid in July 2016.
- A decrease in reserves in the amount of 293.4 million euros, brought about by the conversion of financial statements in foreign currency, principally in the Mexican companies.
- An increase in reserves in the amount of 111.9 million euros as a result of the impact of the valuation of financial instruments, taken to the Profit and Loss Account.
- A decrease of 31.5 million euros in bought-back shares. At 30 September 2016, the bought-back share portfolio was comprised by 8,313,715 shares, worth 35.5 million euros.
- An increase of 21.1 million euros from other changes in reserves, arising principally from changes in the scope of consolidation.

Minority Interests: at 30 September 2016 were placed at 1.5 billion euros, decreasing by 217.5 million euros with respect to 31 December 2015 due to the net effect of:

- An increase of 134.3 million euros from the result of the first nine months of the 2016 financial year attributed to minority interests.
- A decrease of 213.8 million euros brought about by the conversion of financial statements in foreign currency.
- An increase of 0.8 million euros as a result of the impact of the valuation of financial instruments.
- A decrease of 138.8 million euros in other movements, principally due to changes in the scope of consolidation, among which the sale of 28.0% of Metro Ligero Oeste, S.A. stands out with an impact of 116.7 million euros.

Non-current provisions: at 30 September 2016 totalled 192.5 million euros, increasing by 23.7 million euros, owing primarily to the losses of the company, Health Montreal Collective CJV L.P., which have an impact on this heading since its balance in "Investments accounted for by the equity method" is zero.

Banks and bond issues: The comparison of the borrowings at 30 September 2016 with those at 31 December 2015 is as follows:

Gross debt ⁽¹⁾	09/30/2016	%	12/31/2015	%	Var. (%)
Recourse debt	1,451.8	30.5%	1,238.3	22.8%	17.2%
Non-recourse debt	3,306.0	69.5%	4,201.2	77.2%	-21.3%
Total	4,757.8		5,439.5		-12.5%

Euro Mn

(1) The gross borrowings group together the non-current and current debt items, which include both bank debt and bonds.

Net debt ⁽²⁾	09/30/2016	%	12/31/2015	%	Var. (%)
Recourse net debt	972.8	25.3%	379.4	9.5%	156.4%
Non-recourse net debt	2,865.7	74.7%	3,627.6	90.5%	-21.0%
Total	3,838.5		4,007.0		-4.2%

Euro Mn

(2) The net borrowings are comprised by the gross borrowings minus other financial assets and cash and cash equivalents.

The gross recourse borrowings at 30 September 2016 totalled 1.4 billion euros.

The situation of the Net Recourse Borrowings at 9M16 and 9M15 is set out below:

Net debt evolution	9M15	9M16	
Balance at January 1st	827.9	379.4	
Net recourse CAPEX	23.3	159.3	(1)
OHL's dividend payment	35.0	13.7	
Organic cash from recourse activity	428.5	473.8	
Extraordinary payments	18.6	49.9	(2)
Cash movements with OHL Concesiones	203.1	(103.3)	(3)
Net funds for operational payments/collections & CAPEX	14.8	100.7	(4)
Trigger from Abertis Margin Loan	91.3	96.1	
Cancell. ELS and ML of OHL Mx	97.0		
Sale of 7.0% Abertis		(199.5)	
Sale of 28.0% MLO		(100.6)	
Balance at September 30th	1,534.4	972.8	

(1) 2015 includes EUR 60m of disinvestments (Construction conc.) and EUR 39m of investments in Construction (Judau, Chum & others) and Developments (Old War Office, Canalejas & Mayakoba).

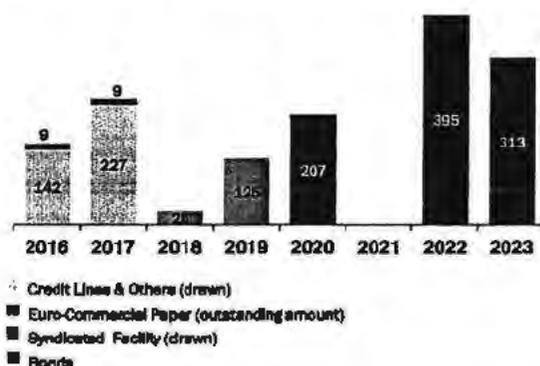
(2) 2015 includes the early redemption premium of the 2013 Bonds, and in 2016 the funds used for Treasury Stock Program (EUR 11.7m) and for the settlement of the derivative linked to the stock option plan for executives (EUR 38.2m).

(3) This cash movement is substantially included in the accounting balance movement of the InterCompany account of OHL Parent with OHL Concesiones, as is detailed below:

Intercompany Loan balance at January 1 st	(1026.0)	(536.5)
Intercompany Loan balance at September 30 th	(794.1)	(637.3)
Var. of the Intercompany Loan Jan-Sept. 2016	231.9	(100.8)

(4) The increase is due to investments in equity (EUR 46m) and other commercial payments/collections.

Details of the maturity dates of the Group's bonds, together with the Available Recourse Liquidity, are set out below:

Gross Recourse Debt Maturity Profile
 09/30/2016 (Mn €)

Liquidity Available
 09/30/2016 (Mn €)


The situation of the recourse liquidity at 30 September 2016 and at 31 December 2015 is shown below:

Recourse liquidity	09/30/2016	12/31/2015
Bonds	914.5	979.3
Euro Commercial Paper	18.2	180.5
Syndicated Facility	250.0	250.0
Credit lines and others	695.0	887.9
Availability with recourse	1,877.7	2,297.7
Gross recourse debt	1,451.8	1,238.3
Financing with Recourse available	425.9	1,059.4
Cash and IFT	478.9	858.9
Recourse liquidity available	904.8	1,918.3

Euro Mn

During this period, cash repurchase offers were made on the Bonds maturing in 2020, 2022 and 2023, totalling 64.9 million. The outstanding balance at 30 September 2016 stands at 914.5 million euros.

The Group's Recourse Availability totals 1.9 billion euros. The Group's Recourse Liquidity, measured as cash and cash equivalents plus the available recourse financing, totals 904.8 million euros.

With respect to the total gross borrowings, 86.5% is long-term, while the remaining 13.5 % is short-term.

Net non-recourse borrowings totalled 3.3 billion euros, 69.5% of the total gross debt, decreasing by 895.2 million euros, due mainly to:

- The sooner repayment of a loan backed by Abertis Infraestructuras, S.A. shares in the amount of 608.6 million euros.
- The sooner repayment of a loan backed by OHL México shares in the amount of 169.5 million euros.

- A decrease of 243.4 million euros due to the 15.0% devaluation of the closing exchange rate of the Mexican peso against the euro.
- An increase of 126.3 million euros in other loans.

The gross non-recourse borrowings totalled 3.3 billion euros (2.9 billion euros in net debt), the details of which by Division and concession are set out below:

Non-recourse net debt	09/30/2016		12/31/2015	
	Gross	Net	Gross	Net
Mexico				
Concesionaria Mexiquense / OPI	917.8	761.5	1,022.8	867.4
Amozoc-Perote	84.5	40.0	97.0	52.6
Viaducto Bicentenario	254.7	250.0	291.7	285.4
Autopista Urbana Norte	263.4	254.3	319.0	300.4
Atizapan-Atacomulco	-	-38.9	-	-17.2
Spain				
Euroglosa M-45 / Euroconcesiones	110.2	107.2	109.9	107.6
Autovía de Aragón - Tramo 1	99.7	59.0	101.5	70.4
Terminal de Contenedores de Tenerife	29.6	26.9	29.8	26.6
Puerto de Alicante	57.7	56.0	57.3	56.6
Chile				
Puerto de Valparaíso	-	-5.2	-	-1.0
Puente Industrial	-	-0.1	-	-0.2
Peru				
Autopista del Norte	112.4	97.8	115.2	95.6
Colombia				
Autopista Río Magdalena	37.4	8.5	3.6	-6.4
Total Main Concessions	1,967.4	1,617.0	2,147.8	1,837.8
Non-recourse financing backed by the 6.925% stake in Abertis	539.2	539.2	1,147.8	1,147.8
Non-recourse financing backed by the c.17% stake in OHL Mexico	400.0	400.0	584.9	584.9
Others	209.7	158.6	166.2	-60.0
Total OHL Concesiones	3,116.3	2,714.8	4,046.7	3,510.5
OHL Engineering & Construction	33.9	33.4	14.8	13.7
OHL Developments	155.8	117.5	139.7	103.4
Total Non-recourse net debt	3,306.0	2,865.7	4,201.2	3,627.6

Euro M n

CASH-FLOW

An additional breakdown is made in this section in line with the internal criteria determined by the Group for the purpose of analysing the performance of its business. In some instances, these criteria differ from the standards established in IAS 7.

	9M16	9M15
EBITDA	571.2	689.5
Adjustments	-607.1	-646.5
Financial results	-398.0	-352.9
Equity accounted results	8.9	164.6
Deterioration and result from disposals of financial instruments	228.4	0.0
Taxes	-194.0	-99.2
Minorities	-134.3	-135.1
Guaranteed Return Adjustment	-135.6	-147.1
Changes in provisions and others	-42.5	-76.8
Cash flow in operating activities	-35.9	43.0
Changes in current capital	-373.8	-164.5
Trade and other receivables	-261.7	-369.7
Trade creditors and other payables	-193.0	73.8
Other changes in working capital	80.9	151.4
Cash flows from operating activities	-409.7	-121.5
Cash flow in investment activities	578.3	-49.5
Minority interest	-217.5	338.3
Other	795.8	-387.8
Change in net non-recourse debt	-762.0	-535.5
Change in net recourse debt	593.4	706.5
Cash flow of financing activities	-168.6	171.0

Euro M n

The gross operating profit totalled 571.2 million euros, declining -17.2% with respect to the first nine months of the 2015 financial year. The effect of the exchange rates of the principal currencies in which the Group operates has given rise to a negative impact on EBITDA to the extent of approximately 84.1 million euros.

The adjustments to the result totalled -607.1 million euros, due principally to effect of the financial results, the result of the companies consolidated by the equity method, the tax on profits, the guaranteed returns adjustment, the minority interests and the effect of the positive result obtained from the sales of 7.0% of Abertis Infraestructuras, S.A., of the concession companies of the Construction business and of the 28.0% of Metro Ligero Oeste, S.A. mentioned previously.

The funds originating from operations are placed at -35.9 million euros.

The changes in the working capital presented a negative performance to the extent of -373.8 million euros. These changes, with a strong seasonal component, are responsible for the negative cash flow of the operating activities, which stands at -409.7 million euros.

The cash flow of the investment activities comprises the changes in the net assets and in the non-current assets and liabilities and, in the first nine months of the 2016 financial year, totalled 578.3 million euros.

The impact of the sale of the 28.0% of Metro Ligero Oeste, S.A. stands out in the changes in minority interests, giving rise to a departure of minority interests in the amount of -116.7 million euros, as a result of no longer consolidating by global integration, together with the negative effect of the conversion of financial statements in foreign currency.

A highlight in the Rest of investment flows was the combined impact of the divestitures through the sales of 7.0% of Abertis, of the concession companies of the Construction business and of the 28.0% of Metro Ligero Oeste, S.A.

The cash flow of the financing activities in the first nine months of the 2016 financial year totalled -168.6 million euros, signifying lower non-recourse indebtedness to the Group to the extent of -762.0 million euros and higher net recourse borrowing in the amount of 593.4 million euros.

5. ORDER BOOK

At 30 September 2016, the Group's order book was worth 82.0 billion euros, increasing by 17.0 billion euros, that is, 26.2%, with respect to the figure at 31 December 2015, due to the net effect of:

- The deletion from the long-term order book of 2.3 billion euros on no longer including Metro Liger Oeste, S.A., which has gone on to consolidate by the equity method.
- The updating of the projections of changes in toll rates and extensions of concession periods, which have signified an increase in the order book of 25.6 billion euros.
- The award of the Camino Nogales-Puchancavi (Chile) concession worth 422.1 million euros.
- The deletion of 5.9 billion euros due to the impact of the devaluation of the Mexican peso against the euro.
- The deletion from the short-term order book of 740.0 million euros.

Of the total order book, 7.8% refers to short-term contracts, while the remaining 94.2% are long-term.

The short-term order book is placed at 6.4 billion euros, representing approximately 17.4 months of sales and declining 10.3% with respect to the figure at 31 December 2015, mainly due to the smaller volume of contracting in this period, owing to the adoption of more restrictive criteria when submitting tenders outside of the local markets (Home Markets).

Engineering & Construction accounts for the entire short-term order book and, within this division, Construction is responsible for 91.5%.

The long-term order book stands at 75.6 billion euros, with an increase of 17.8 billion euros, that is, 30.8% on the figure at 31 December 2015.

	09/30/2016	%	12/31/2015	%	Var. (%)
Short-term	6,411.6		7,151.6		-10.3%
Construction	5,886.5	91.5%	6,586.5	92.1%	-10.9%
Industrial	221.0	3.4%	224.3	3.1%	-1.5%
Services	324.1	5.1%	340.8	4.8%	-4.8%
Long-term	75,602.0		57,818.6		30.8%
Concessions	75,379.8	99.7%	57,509.8	99.5%	31.1%
Construction	222.2	0.3%	308.8	0.5%	-28.0%
Total	82,013.6		64,970.2		26.2%

Euro M n

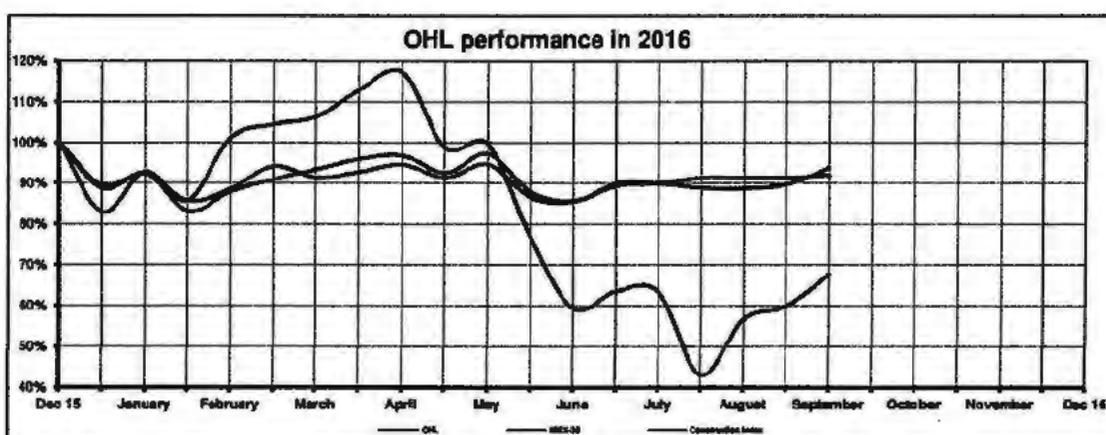
6. SHARE PRICE PERFORMANCE

The share capital at 30/09/2016 totalled 179,255,398.80 euros, represented by 298,758,998 ordinary shares with a face value of 0.60 euros each, all belonging to a single class and series, listed at 3.57 euros and with a P/E ratio of 19.2 on the attributable net profit for 2015.

During the first nine months of 2016, a total of 700,144,670 shares (234.4% of the total tradable shares) were traded on stock exchanges, with a daily average of 3,627,693 securities and a share price depreciation of -32.2% in the financial year.

At the end of the first nine months of the year, OHL held a total of 8,313,715 shares, equivalent to 2.78% of the company's current capital. This figure includes the purchase of 3,453,908 shares from the stock option plan for executives of the company, which finalised on 21 March 2016. This stock option plan has been cancelled without any income for any of the executives involved, due to the negative performance of the share.

	9M16
Closing price	3.57
OHL YtD performance	-32.2%
Number of shares	298,758,998
Market capitalization (Euro Mn)	1,066.9
Ibex 35 YtD performance	-8.0%
Construction Index YtD performance	-6.1%



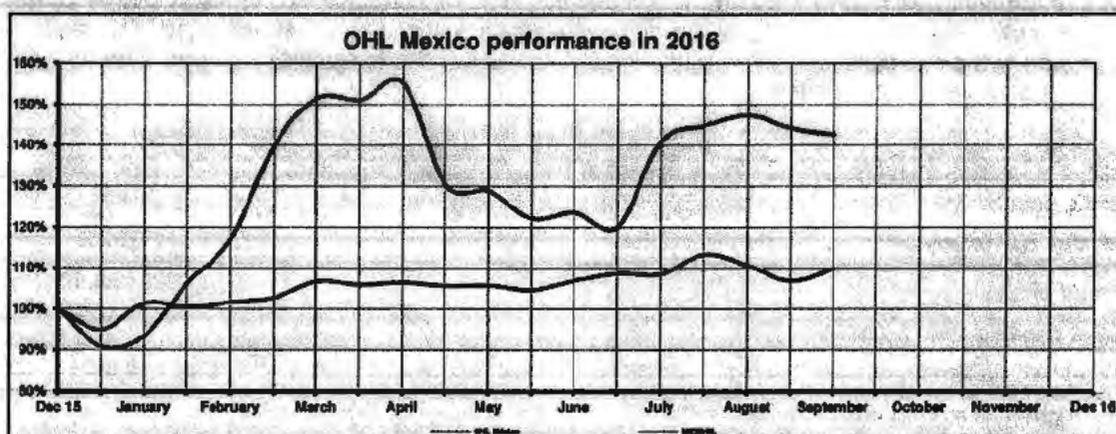
The most significant details of the bonds issued by OHL and its subsidiary OHL Investment S.A. (subsidiary of OHL Concesiones) are shown below:

Issuer	Maturity	Coupon	Amount	Price	YTM
OHL S.A.	March 2020	7.625%	207.1	92.233%	10.958%
OHL S.A.	March 2022	4.750%	394.5	77.457%	10.252%
OHL S.A.	March 2023	5.500%	312.9	78.023%	10.239%
OHL Investment	March 2018	4.000%	400.0	93.465%	8.568%

Within the Concessions Division, the OHL Group has its subsidiary OHL México S.A. de C.V., which is listed in Mexico and whose key figures are as follows:

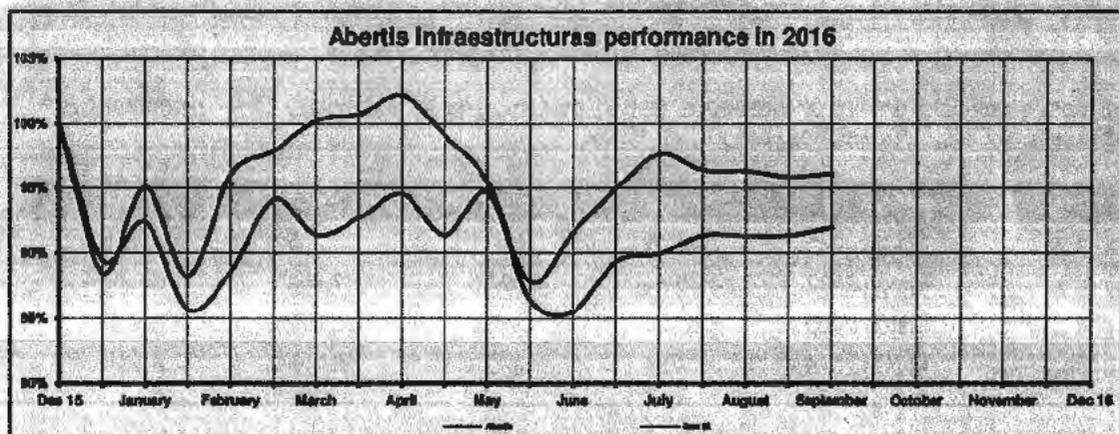
	9M16
Closing price (MXN)	25.72
YtD performance	42.6%
Number of shares	1,732,185,269
Market capitalization (MXN Mn)	44,551.8
56.85% stake value (Mn Euro)*	1,165.2

*Exchange rate EUR/MXN 21.74



The OHL Group also owns a stake in Abertis Infraestructuras, S.A., a company listed in Spain, whose key figures are set out below:

	9M16
Closing price	13.86
YtD performance	-3.8%
Number of shares	990,381,308
Market capitalization (EUR Mn)	13,726.7
6.925% stake value (Euro Mn)	950.6



7. APPENDICES

PRINCIPAL SIGNIFICANT EVENTS

- **24 February 2016: modification of loan backed by shares of Abertis Infraestructuras S.A**

Agreement modifying the non-recourse loan entered into by OHL Emisiones, S.A.U with the backing of 11.425% of Abertis Infraestructuras S.A. shares, repaying a portion thereof, also changing the maturity date to February 2019 and the interest rate (Euribor at three months +4%).

- **8 March 2016: Moody's rating downgrade**

OHL S.A. announced that Moody's downgraded the corporate rating and unsecured senior debt of OHL from B1 to B2, with a stable outlook.

- **9 March 2016: buy-back of bonds (maturing in 2020)**

On 24 February 2016, OHL S.A. launched a cash buy-back offer on bonds (maturing in 2020). On 9 March, the effective result obtained was: (i) repurchased bonds in the amount of 32,058,000 euros, (ii) price 98%, (iii) payment of interest accrued in the amount of 3,686.81 euros as per 100,000 euros of nominal value.

Following this transaction, the outstanding balance of this issue is now 230,359,000 euros, at an interest rate of 7.625%.

- **28 March 2016: finalisation of the penalty process initiated by the National Banking and Securities Commission (CNBV) against OHL México and certain executives**

On 15 March 2016 the CNBV notified OHL México S.A.B de C.V and other subsidiaries decisions which finalise the administrative proceedings initiated on 23 October 2015 and conclude with the application of penalties on the Issuers and Natural Persons, but make clear the non-existence of dolus or fraud, or of any impact whatsoever on the Mexican financial system or on third parties. The principal decision refers to the different interpretation as to the entering into the accounts of the Guaranteed Returns between the Issuer and the CNBV, maintaining in the financial statements their consideration as a financial asset but including in them, to reporting effects and purposes, their presentation as an intangible asset. In turn, the issuers and their external auditors will work in order to submit to the CNBV the best interpretation for the recognition of these amounts, in accordance with IFRIC 12.

- **4 May 2016: annual renewal of the Euro Commercial Paper Programme**

The Euro Commercial Paper (ECP) Programme was renewed on the Irish Stock Exchange (ISE), enabling the issuance of short-term notes maturing between 1 and 364 days, with a maximum amount in circulation of up to 500 million euros.

- **4 May 2016: notification that the Design & Build Package 5 Mushaireb Station / Education City Station (Doha) agreement will terminate within a period of 14 days**

Notice by Qatar Railways Company was received, notifying that the agreement would be terminated within a time limit of 14 days, due, in its opinion, to noncompliance with certain contractual obligations by the Consortium in which OHL has a 30% interest.

The order book of projects pending performance by OHL at 31 December 2015 totalled 247.7 million euros (3.6% of the Total Construction Order Book).

In accordance with the information available to it at the present time, the OHL Group does not expect that the final outcome of this contingency will in any case produce an impact for its assets or its financial situation.

- **24 May 2016: request for voluntary insolvency proceedings by Cercanías Móstoles Navalcarnero, S.A.**

The concession company of the transport line between downtown Móstoles and Navalcarnero, in the face of the current insolvency situation following the rejection of the precautionary suspension of a 34.1-million-euro penalty imposed by the Community of Madrid, has applied for voluntary insolvency proceedings.

The concession company had applied for the termination of the concession agreement on 12 June 2015 and claimed compensation from the Community of Madrid in the amount of 369.5 million euros for the investments made and damages caused.

On 15 July 2016, Business Court No. 1 of Madrid issued a court order declaring the situation of insolvency proceedings on a voluntary basis.

- **23 June 2016: Board of Directors meeting at which the resignation of the Chairman, Juan-Miguel Villar Mir, and of the Second Deputy Chairman and Managing Director, Josep Piqué Camps, took place**

The Board of Directors accepted the above-mentioned resignations and appointed Juan Villar-Mir de Fuentes as Chairman, Silvia Villar-Mir de Fuentes as First Deputy Chairman and Tomás García Madrid as Second Deputy Chairman and Managing Director.

Likewise, there were other changes in positions on the Board of Directors due to the stepping-down of some of its members, who were replaced during the same meeting.

- **28 June 2016: sale of 7% of the capital of Abertis Infraestructuras, S.A.**

OHL Emisiones, S.A.U., subsidiary of the OHL Group, proceeded with the sale of 7% of its stake in Abertis Infraestructuras, S.A. (Abertis), at a price of 11.75 euros per share.

The net funds obtained are to be used to reduce the gearing of the Concessions Division and to provide fresh resources for financing its future growth.

Following this transaction, the OHL Group maintains a 6.93% stake in Abertis, where it continues to rank among the reference shareholders.

- **1 July 2016: distribution of the ordinary dividend for the 2015 financial year**

Following its approval by the Ordinary General Shareholders' Meeting held on 21 June 2016, the distribution of an ordinary dividend was announced, in the amount of 0.0465 gross euros for each share with the right to receive it, the payment of which was scheduled to be made starting on 7 July 2016.

- **2 August 2016: temporary suspension of the Liquidity Agreement and Share Buy-Back Programme.**

The Liquidity Agreement signed on 22 October 2012 with Santander Investment Bolsa, Sociedad de Valores, S.A. was suspended on this date, and a Share Buy-Back Programme was announced for the purpose of redeeming shares, if approval is given by the General Shareholders' Meeting, investing a maximum of 8,962,769 shares representing 3% of the share capital or up to a total disbursement of 45 million euros, whichever is the lesser amount.

The duration of the plan is a maximum of 6 months, and the shares will be purchased at the price established in the Regulation and, as a maximum, at 9.88€ (equivalent to the theoretical book value of the share at 30 June 2016).

- **3 August 2016: Moody's rating downgrade**

It was announced that Moody's downgraded the corporate rating and unsecured senior debt of OHL from B2 to B3, with a negative outlook.

- **22 August: audit of the Bicentennial Elevated Viaduct concession**

The State of Mexico performed an internal audit of the Highway, Airport, Related and Ancillary Services System (SAASCAEM) in relation to the Bicentennial Elevated Viaduct concession from which it can be concluded (i) that the tendering process took place in accordance with the bidding terms & conditions and the award was made in observance of the law, (ii) that the audit

recommended that the concession agreement should be rebalanced to recognise the investments made by OHL México, (iii) and that the legality of the guaranteed returns is not questioned.

Other aspects relating to the investment recognised were identified which either are not significant or will be clarified by the Company.

- **28 September: repurchase of Bonds Maturing in 2020**

A total of 23.3 million euros of the Bond issue at 7.625% maturing in 2020 was bought back. The outstanding balance of the issue, following this repurchase, totals 207.1 million euros and, in accordance with the terms and conditions of the issue, additional purchases of the Bonds could be made.

- **3 October: sale of 4.425% of the capital of Abertis Infraestructuras S.A.**

OHL Emisiones, S.A.U., a subsidiary of the OHL Group, sold 4.425% of its shareholding in Abertis Infraestructuras, S.A. (Abertis), at the price of 13.65 euros per share.

The net funds obtained will be used for reducing the gearing of the Concessions Division and the complete elimination of the risk triggers and for contributing additional funds to the recourse scope for reducing debt.

Following this transaction, the OHL Group maintains a 2.5 % stake in Abertis and no longer has a Director in that company, following the resignation of the only Director it had on the Board.

- **4 October: sale of 24.01 % of the capital of Organización de Proyectos de Infraestructura (OPI)**

OHL México, S.A.B. de C.V., a subsidiary of the OHL Group, reported the agreement with IFM Global Infrastructure Fund (IFM) for increasing its stake in OPI by 24.01 %, in exchange for the amount of 8.6 billion Mexican pesos.

The manner and terms of this transaction are subject to the obtaining of consents by third parties and government approvals and, once this transaction has been concluded, IFM will have increased its percentage in OPI to 49%.

OPI is the company controlling Concesionaria Mexiquense (ConMex).

ALTERNATIVE PERFORMANCE MEASURES

The OHL Group presents its results in accordance with the International Financial Reporting Standards (IFRS), and also uses certain Alternative Performance Measures (APM), which facilitate a better understanding and comparability of the financial information and, in order to comply with the guidelines of the European Securities and Markets Authority (ESMA), we are defining the following terms below:

Gross operating profit (EBITDA): is the operating profit prior to the allocation for depreciation and changes in provisions disaffected of extraordinary / non-recurring gains or losses that have no impact on the cash-flow.

Recourse gross operating profit (recourse EBITDA): is calculated as the Total gross operating profit (EBITDA), including the financial revenues from interest, minus the Gross operating profit (EBITDA) from project companies and including recurring dividends paid from the project companies to the Parent.

Project companies: are those companies which do not have recourse to OHL S.A.

Net operating profit (EBIT): is calculated by taking the following items from the consolidated profit and loss account: Net turnover, Other operating revenues, Operating expenses, Personnel expenses, Allocation for depreciation and Changes in provisions.

Gross borrowings: group together items of Non-current financial debt and Current financial debt on the liabilities side of the consolidated balance sheet, including bank debt and bond issues.

Net borrowings: are made up by the Gross borrowings minus Other current assets and Cash and cash equivalents on the assets side of the consolidated balance sheet.

Non-recourse borrowings (gross or net): is the debt (gross or net) of the project companies.

Recourse borrowings (gross or net): are made up by the Total borrowings (gross or net) minus the Non-recourse borrowings (gross or net).

Order book: the revenues pending performance of the contracts awarded, both in the short and the long term. These contracts are included in the order book once they have been formalised.

- **Short-term order book:** represents the estimated amount of the revenues of Construction, Industrial and Services, pending performance, and also includes the revenues expected on the basis of changes in the contracts or additional work units estimated in relation to the percentage of completion of the projects.
- **Long-term order book:** represents the estimated future revenues of the concessions, during the concession period, in accordance with the financial plan of each concession and includes assumptions of changes in the exchange rate between the euro and other currencies, inflation, prices, toll rates and traffic flows.

Market capitalisation: number of shares at the close of accounts for the period multiplied by the listed price at the end of the period.

Earnings per Share (EPS): is the Profit attributed to the Parent Company divided by the average number of shares in the period.

P/E Ratio: listed price at the end of the period divided by the Earnings per Share of the last twelve months.

Comparable: Occasionally, certain figures are adjusted to render them comparable between years, for example by eliminating extraordinary impairments, significant additions to or departures from the scope which could distort the comparison between years of figures such as sales, exchange rate effects, among others. The adjustments made are explained in the relevant heading in each case.

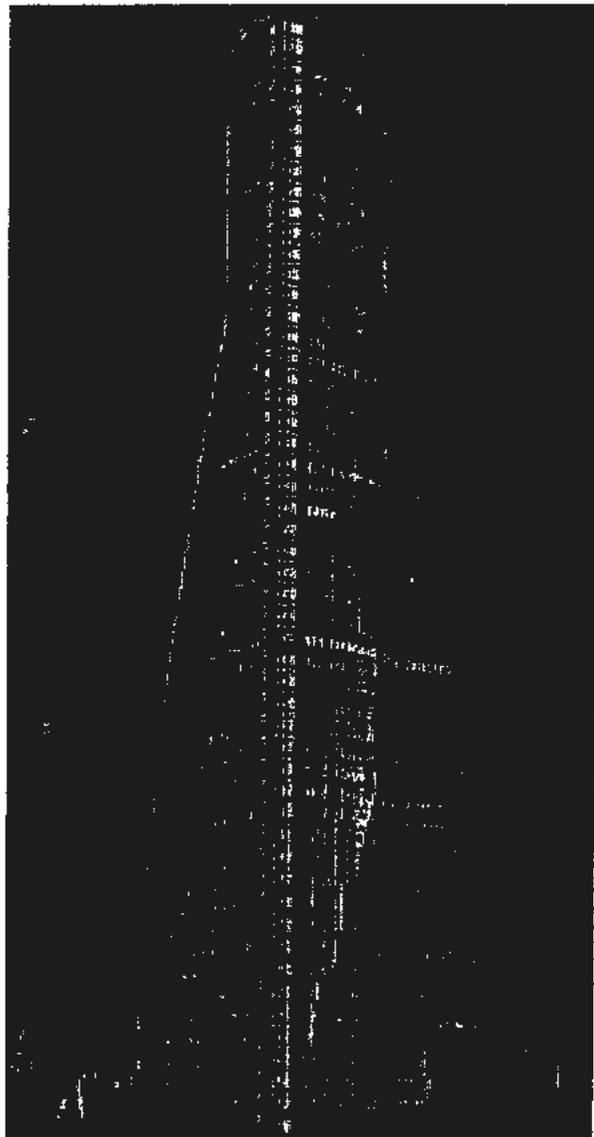
Any statements appearing in this document, other than those which refer to historical data, including, on a non-restrictive basis, statements with respect to operational development, business strategy and future targets, are estimates for the future and, as such, involve known and unknown risks, uncertainties and other factors which may cause the results of the OHL Group, its actions and successes, or the outcomes and conditions of its activity, to be substantially different from such information and from the Group's estimates for the future.

This document, including the estimates for the future it contains, is provided with effects as from this day and date, and OHL expressly declines any obligation or commitment to provide any update or revision of the information contained herein, of any change in its expectations or any modification of the facts, conditions and circumstances on which these estimates with respect to the future have been based

Results Report 9M16

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28046 Madrid
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Investor Relations Department
Tel.: 91 348 41 57



IPB Reference Number 22039770

Date Created November 16, 2016



SPO Determination Reference Number

Date Created

SPO DETERMINATION FORM

STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name THA - Toll Highway Authority

Estimated Cost of Procurement 14,319,551

Project Title THA: RR-16-4273 - Pavement and Bridge Repairs and Preservation, Tri-State Tollway M.P. 0.0 to 8.25

Procurement Method IFB

Small Business Set-Aside (Y/N?) No

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

The work under this Contract shall consist of: pavement patching and rehabilitation; pavement markings; drainage improvements; guardrail upgrades; LED retrofit and light pole relocation; repair of eight bridges; repair of three retaining walls. The work is to be performed on: the Tri-State Tollway (I-294) between Mile Post 0.0 and Mile Post 8.25 in Cook County, Illinois.

Critical Contract Dates March 24, 2017 and December 15, 2019

APO Signature verifying submission [Redacted] Date January 13, 2017

SPO Signature verifying receipt [Redacted] Date

SPO Signature denying approval [Redacted] Date

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

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

[Redacted]

SPO Signature approving method [Redacted] Date January 24, 2017

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number

22039770

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

APO Signature verifying submission

[Redacted Signature]

Date

January 13, 2017

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

SPO Signature denying approval

[Redacted Signature]

Date

[Redacted Date]

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

Addendum #3: Bid Opening date is changed to 1/13/17. Revisions to Schedule of Prices.
Addendum #2: Revisions to the Schedule of Prices, Special Provisions and Contract Drawings
Addendum #1: Revision to bid opening date. Meeting minutes and sign in sheet from optional pre-bid meeting. Responses to requests for information from plan holders.

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

[Redacted Signature]

Date

[Redacted Date]

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

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

SPO Signature approving Draft Solicitation

[Redacted Signature]

Date

January 24, 2017

Date Published

January 9, 2017

Date Opening

January 13, 2017

STEP #3 AWARD REVIEW AND APPROVAL

IPB Reference Number

22039770

3.1. Agency's Request to Award

Award Type

Contract Award Notice

Date Created

January 24, 2017

APO Signature verifying submission

Date

January 24, 2017

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

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

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

January 2017 Board Item: Judlau Contracting, Inc.
Award Amount: \$11,775,591.19
Disclosures Approved: 1/24/17
Pending Board Approval

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

3.3. SPO's Approval of Award

SPO's Signature approving Award

Date

January 31, 2017

Date Published

January 24, 2017

Date Closing

February 7, 2017

3.4. SPO's Reasons for Contract Award Decision

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

- The rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.
- The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
The contract is a change order where the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract and reasonable in size and scope, or the change is in the best interest of the State. The change order is based on the purchasing agency's justification.
- The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification.
- The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.
- Other (Description here)

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number

4.1. Agency's Provision of Contract to SPO

Contract Number

APO Signature verifying submission Date

SPO Signature verifying receipt Date

SPO Signature denying approval Date

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

4.2. Agency's Re-Submission If Necessary

APO Signature verifying re-submission Date

SPO Signature verifying receipt Date

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract Date



**Illinois Department
of Transportation**

Certificate of Eligibility

Judlau Contracting, Inc.
1011 Warrenville Road Suite #195 LISLE, IL 60563

Contractor No 3042

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

001	EARTHWORK	Unlimited	
005	HMA PAVING	\$45,900,000	
012	DRAINAGE	\$21,425,000	
017	CONCRETE CONSTRUCTION	Unlimited	
032	COLD MILL PLAN. & ROTOMILL	\$4,275,000	
034	DEMOLITION	\$11,000,000	
08A	AGGREGATE BASES & SURF. (A)	\$14,200,000	
09C	HWY., R.R. & WATERWAY STR.	\$29,048,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/4/2016 TO 4/30/2017 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/4/2016.

(Applicable to Illinois work only



Interim Engineer of Construction

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

RR-16-4273

(Enter Tollway Contract Number)

SUBMITTING BIDDER:

Judlau Contracting, Inc.

(Enter Name of Firm)

ADDRESS:

1011 Warrenville Rd., #195

Lisle, IL 60532

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

SS

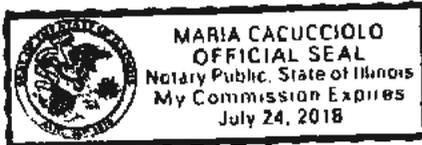
The Affiant, Peter Console, being first duly sworn, upon oath
deposes and says:

1. That the Affiant is Operations Manager of Judlau Contracting, Inc. who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-16-4273 (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 9TH DAY OF JANUARY, 2017.



NOTARY PUBLIC