

RESOLUTION NO. 20389

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4607 for New Interchange Construction on Illinois Route 390 from Milepost 12.0 to Milepost 12.9 (I-290 Interchange). The lowest responsible bidder on Contract No. I-13-4607 is Judlau Contracting, Inc. in the amount of \$63,973,529.45.

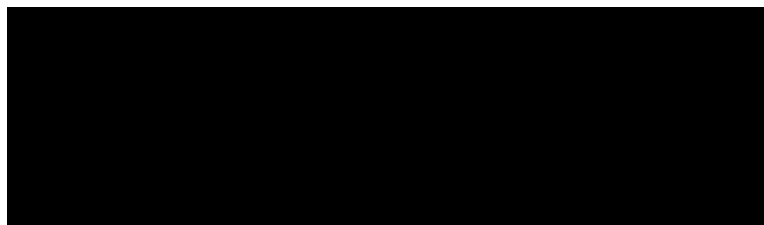
Resolution

Contract No. I-13-4607 is awarded to Judlau Contracting, Inc. in the amount of \$63,973,529.45, 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 Chair 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: _



Chair

ORIGINAL

CONTRACT REQUIREMENTS

FOR

CONTRACT I-13-4607

**IMPORTANT
BID ADDENDUM
ENCLOSED**

ROAD AND BRIDGE RECONSTRUCTION

**ELGIN O'HARE WESTERN ACCESS TOLLWAY
ELGIN EXPRESSWAY (IL RTE 390)
AT I-290 INTERCHANGE
MILE POST 12.0 TO MILEPOST 12.9**

FOR

THE ILLINOIS TOLLWAY

VOLUME I

**REQUIRED DOCUMENTS
TO BE RETURNED WITH BID**

CN_Tollway - PDK-4607-Contract Requirements Book Vol 1 - 08252014

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-13-4607
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: May 23, 2014

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 A.M. local time, June 3, 2014.

NOTICE OF REVISIONS TO CONTRACT

NOTES:

1. The following revised Schedule of Prices pages are included with this Addendum and must be inserted into the Contract Proposal by the Bidder: P-4R, P-7R, P-8R, P-11R, P-12R, P-13R, P-14RR, P-15R, P-19R, P-23R, P-24R, P-26R, P27RR and P-29R.
2. The following revised Special Provision pages are included with this Addendum: J-24R, J-25R, J-60R, J-61R, J-73R, J-167R, J-168R, J-176R, J-329R, J-330R and J-414R.
3. The following new Special Provision pages are included with this Addendum: J-61A, J-126A, J-156A thru J-156K, J-290A, J-325A and J-325B.
4. The following revised Contract Drawings are included with this Addendum:
Volume 1 – Drawing 115.
Volume 3 – Drawings 657 thru 659, 660, and 661.
5. The following new Contract Drawings are included in this Addendum:
Volume 1 – Drawing 181A.
Volume 3 – Drawing 659A.
6. The following revised Contract Drawings will be issued to the successful Bidder:
Volume 1 – Drawings 105 and 296 thru 307
Volume 2 – Drawings 390, 431, 434 and 379 thru 381.
Volume 3 – Drawings 566, 575 thru 580, 645, 647, 648, 650, 653, 654, 679, 681, 715, 718, 720 and 722.

Volume 4 – Drawings 852, 854, 866, 872, 873, 874, 875, 901, 902, 905, 906, 907, 908, 909, 918, 924, 925, 946, 947, 949, 950, 951, 979 and 984.
7. Revised Contract Drawings 10, 11, 13, 14, 15, 17 and 18 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
8. Responses to request for information received from the Plan Holders are included in this addendum.

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 of Measure	Original Quantity	Change	New Quantity
	48300820	PORTLAND CEMENT CONCRETE SHOULDERS 14"	SQ YD	4766	0	4766
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	923	-58	865
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	107	58	165
*	70400100	TEMPORARY CONCRETE BARRIER	FOOT	10,962.5	-650	10,312.5
*	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	33,462.5	-8,312.5	25,150.0
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	17	6	23
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	745	346	1,091
	73602000	REMOVE OVERHEAD SIGN STRUCTURE - BRIDGE MOUNTED	EACH	0	1	1
	73800100	STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - SPAN	EACH	18	-18	0
	73800200	STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	1	-1	0
***	78200530	BARRIER WALL MARKERS, TYPE C	EACH	0	680	680
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,678	-37	4,641
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	420	37	457
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,062	-413	649
	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	18	3	21
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	8,883	567	9,450

S.P.	Pay Item No.	Description	Unit of Measure	Original Quantity	Change	New Quantity
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,135	50	1,185
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,405	150	3,555
	81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	15,490	-1,135	14,355
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	10,250	182	10,432
	83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	18	1	19
	84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	EACH	111	2	113
	84200600	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	58	4	62
	84200804	REMOVAL OF POLE FOUNDATION	EACH	62	4	66
	89502200	MODIFY EXISTING CONTROLLER	EACH	0	1	1
*	X6430110	REMOVE IMPACT ATTENUATORS, SALVAGE	EACH	0	5	5
*	X7040650	REMOVE TEMPORARY CONCRETE BARRIER	FOOT	0	2,287.5	2,287.5
D1	X8710025	FIBER OPTIC CABLE ON MESSENGER, NO. 62.5/125, MM12F SM12F	FOOT	1,065	-1,065	0
	J1680143	SLOPED HEADWALL TYPE III, 18", 1:6	EACH	1	-1	0
	J1680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	4	1	5
*	J1830018	TEMPORARY WOOD POLE, 60 FT., CLASS 4 WITH 15 FT. MAST ARM AND LUMINAIRE	EACH	51	-8	43
*	J1830025	TEMPORARY WOOD POLE, 40 FT., CLASS 4	EACH	14	1	15
**	JS811060	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,929	456	2,385
**	JS816012	UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	1,755	604	2359
**	JS816078	UNIT DUCT, WITH 4-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,714	-319	17,395

S.P.	Pay Item No.	Description	Unit of Measure	Original Quantity	Change	New Quantity
**	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) I/C NO. 6	FOOT	3,248	198	3,446
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) I/C NO. 4	FOOT	12,992	568	13,560
*	JT160006	CONDUIT FOR SINGLE MODE FIBER OPTIC CABLE, ATTACHED TO STRUCTURE, 8" DIA, RIGID NONMETALLIC	FOOT	837	-57	780
*	JT160150	CABLE MARKER SIGN FOR SINGLE MODE FIBER OPTIC CABLE	EACH	10	-4	6

- * Indicates Special Provision
- ** Indicates Tollway Supplemental Specifications
- *** Indicates IDOT Recurring Special Provision
- BDE Indicates IDOT BDE Special Provision
- GBSP Indicates IDOT Guide Bridge Special Provision
- D1 Indicates IDOT District 1 Special Provision

Change No. 1

Contract Requirements, Volume I, replace pages P-4, P-7, P-8, P-11, P-12, P-13, P-14R, P-15, P-19, P-23, P-24, P-26, 27R and P-29 with pages P-4R, P-7R, P-8R, P-11R, P-12R, P-13R, P-14RR, P-15R, P-19R, P-23R, P-24R, P-26R, P-27RR and P-29R (attached).

This change contains the following revisions:

- 1.1 The unit for the pay item 48300820 PORTLAND CEMENT CONCRETE SHOULDERS 14" has been revised from "Knight" to "SQ YD".
- 1.2 The quantity of items has been revised as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change No. 2

Contract Requirements, Volume II, Replace pages J-24 & J-25 with pages J-24R and J-25R (attached).

This change contains the following revisions:

- 2.1 Revised Schedule of Incidental Items for Pay Item "44000100 Pavement Removal" to add "reinforcement and dowel bars".
- 2.2 "Type "C" Reflector is deleted from schedule of incidental items for pay item 70400100 Temporary Concrete Barrier.
- 2.3 Pay Item "70400200 Relocate Temporary Concrete Barrier" deleted from schedule of incidental items.
- 2.4 Pay Item "73400200 Drilled Shaft Concrete Foundations" added to the schedule of incidental items to include "Reinforcement bars, anchor rods, grounding electrodes, conduit and concrete sealer" as an incidental work.

- 2.5 Pay Items A200XXXX, A201XXXX, B200XXXX, B201XXXX, C200XXXX, C201XXXX, C2C0XXXX, D200XXXX, JIA200XX, JIB200XX, JIC200XX for Shade trees, Ornamental trees, Evergreen trees and Shrubs added to Schedule of Incidental Items to include furnishing and placing mulch and topsoil as an incidental to each pay item.

Change No. 3

Contract Requirements, Volume II, replace pages J-60 with page J-60R (attached).

This change contains the following revision:

- 3.1 Delete all reference to pile sleeves and Yellow Jacket system.

Change No. 4

Contract Requirements, Volume II, replace page J-61 with page J-61R and added page J-61A (attached).

This change contains the following revision:

- 4.1 Added new special provision for "SLEEVE PILES". All reference to pile sleeves and Yellow Jacket system from pages J-60 & J-61 are now associated with Pay Items for PERFORMANCE BASED RETAINING WALLS at specified locations.

Change No. 5

Contract Requirements, Volume II, replace page J-73 with J-73R (attached).

This change contains the following revision:

- 5.1 Added pay item "REMOVE TEMPORARY CONCRETE BARRIER" to the special provision.

Change No. 6

Contract Requirements, Volume II, added page J-126A (attached).

This change contains the following revision:

- 6.1 Added special provision for "REMOVE IMPACT ATTENUATORS, SALVAGE."

Change No. 7

Contract Requirements, Volume II, added page J-156A thru 156K (attached).

This change contains the following revision:

- 7.1 Added special provision for "ASPHALT BINDER AND SURFACE COURSE MIXTURES (TOLLWAY)."
7.2 Added special provision for "ASPHALT BASE COURSE (TOLLWAY RECURRING)."

Change No. 8

Contract Requirements, Volume II, replace page J-167 with J-167R (attached).

This change contains the following revision:

- 8.1 Revised material item j) to read "..... in accordance with Asphalt Base Course (Tollway Recurring)."
8.2 Revised material item k) to read "..... in accordance with Subgrade Aggregate, 12 in. (Tollway Recurring)."

Change No. 9

Contract Requirements, Volume II, replace page J-168 with J-168R (attached).

This change contains the following revisions:

- 9.1 Delete the second sentence of the first paragraph under the "METHOD OF MEASUREMENT" section.
- 9.2 Delete the items "subgrade aggregate" and "asphalt base course" from the second paragraph of the "METHOD OF MEASUREMENT" section.
- 9.3 Added references to "WARM-MIX-ASPHALT BASE COURSE 3" " and "SUBGRADE AGGREGATE, 12 IN." in the Basis of Payment.

Change No. 10

Contract Requirements, Volume II, replace page J-176 with J-176R (attached).

This change contains the following revision:

- 10.1 Deleted the effective and revised dates.
- 10.2 Added "proposed bridge" to the first sentence of first paragraph.
- 10.3 Delete "overlay of Precast Concrete Bridge Approach Slabs" and substitute "cast-in-place wearing surface on Precast Concrete Bridge Approach Slabs" from the first sentence of the first paragraph of DESCRIPTION.
- 10.4 Added "cast-in-place wearing surface on Precast Concrete Bridge Approach Slabs" to the first and second sentences of the second paragraph of MATERIALS.

Change No. 11

Contract Requirements, Volume II, added page J-290A (attached).

This change contains the following revision:

- 11.1 The form referenced in the "BITUMINOUS MATERIALS COST ADJUSTMENTS (TOLLWAY BDE)" special provision has been added.

Change No. 12

Contract Requirements, Volume II, added pages J-325A & J-325B (attached).

This change contains the following revision:

- 12.1 Added special provision for "GRANULAR SUBBASE (Tollway Recurring)".

Change No. 13

Contract Requirements, Volume II, replace pages J-329 & J-330 with J-329R & J-330R (attached).

This change contains the following revisions:

- 13.1 Replace each occurrence of "overlay" with "wearing surface".
- 13.2 Replace "topping slab" with "wearing surface" in the second sentence of the "BASIS OF PAYMENT" section.

Change No. 14

Contract Requirements, Volume II, replace page J-414 with page J-414R (attached).

This change contains the following revision:

- 14.1 "(Tollway Recurring)" and the effective date were removed from the title.
- 14.2 The approved manufacturer "Nucor" was removed.

CHANGES TO THE CONTRACT PLANS

Change No. 15

Contract Plans, Volume I, Drawing Nos. 10, 11, 13, 14, 15, 17 and 18
Summary of Quantities

This change contains the following revision:

- 15.1 The quantity of items has been revised as summarized in the above "SUMMARY OF REVISION TO PAY ITEM QUANTITIES" table.

The revised Drawings will be issued to the successful bidder.

Change No. 16

Contract Plans, Volume I, Drawing No. 105.
Maintenance of Traffic General Notes

This change contains the following revision:

- 16.1 Revised Note No. 35 to "35. NOT USED".

The revised Drawing will be issued to the successful bidder.

Change No. 17

Contract Plans, Volume I, Drawing No. 115 (attached).
Maintenance of Traffic Temp Conc Barrier Schedule

This change contains the following revision:

- 17.1 Revised temporary concrete barrier and impact attenuator quantities are as shown in the schedules.
17.2 Added "Impact Attenuator Removal Schedule (Installed "By Others")" table.
17.3 Added "Temporary Concrete Barrier Removal Schedule (Installed "By Others")" table.

Change No. 18

Contract Plans, Volume I, Drawing No. 181A (attached).
Maintenance of Traffic Stage 2 (I-290)

This change contains the following revision:

- 18.1 Added new drawing for maintenance of traffic associated with installation of eastbound I-290 sign truss foundations at Sta. 502+90.

Change No.19

Contract Plans, Volume I, Drawing Nos. 296 thru 307
I.D.O.T. District 1 Details

This change contains the following revision:

- 19.1 The note "THIS DETAIL IS APPLICABLE TO I.D.O.T. JURISDICTIONAL ROADWAYS AND ROADSIDE APPURTENANCES ONLY. FOR LIMITS OF IDOT JURISDICTIONAL ROADWAYS, SEE SHEET NO. GEN-6 "CONTRACT AND JURISDICTION LIMITS" has been added to District 1 detail drawings.

The revised Drawings will be issued to the successful bidder.

Change No.20

Contract Plans, Volume 2, Drawing Nos. 379 thru 381.

I.D.O.T. District 1 Details

This change contains the following revision:

- 20.1 The note "THIS STANDARD APPLIES TO I.D.O.T. JURISDICTIONAL ROADWAYS AND ROADSIDE APPURTENANCES. FOR IDOT JURISDICTIONAL LIMITS. SEE SHEET NO. GEN-6 CONTRACT AND JURISDICTION LIMIT" replaced with "THIS DETAIL IS APPLICABLE TO I.D.O.T. JURISDICTIONAL ROADWAYS AND ROADSIDE APPURTENANCES ONLY. FOR LIMITS OF IDOT JURISDICTIONAL ROADWAYS, SEE SHEET NO. GEN-6 "CONTRACT AND JURISDICTION LIMITS" to District 1 detail drawings.

The revised Drawings will be issued to the successful bidder.

Change No. 21

Contract Plans, Volume 2, Drawing Nos. 391, 432, and 435.

Proposed Drainage Plans

Drainage Structure Schedule

Storm Sewer Schedule

This change contains the following revision:

- 21.1 Storm sewer number 278 changed from 18" to 24" RCP. Sloped headwall number 287 changed from 18" to 24".
- 21.2 The quantity of items has been revised as summarized in the above "SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES" table.

The revised Drawings will be issued to the successful bidder.

Change No. 22

Contract Plans, Volume 3, Drawing No. 566.

Pavement Marking and Signing Plans

This change contains the following revision:

- 22.1 Removal of Existing sign panels and removal of overhead sign structure-Bridge mounted on existing Thorndale Avenue bridge along WB-I290 has been added to the drawing.

The revised Drawing will be issued to the successful bidder.

Change No.23

Contract Plans, Volume 3, Drawing Nos. 575 thru 580
I.D.O.T. District 1 Details

This change contains the following revision:

- 23.1 The note "THIS DETAIL IS APPLICABLE TO I.D.O.T. JURISDICTIONAL ROADWAYS AND ROADSIDE APPURTENANCES ONLY. FOR LIMITS OF IDOT JURISDICTIONAL ROADWAYS, SEE SHEET NO. GEN-6 "CONTRACT AND JURISDICTION LIMITS"" has been added to District 1 detail drawings.

The revised Drawings will be issued to the successful bidder.

Change No. 24

Contract Plans, Volume 3, Drawing No. 645.
Sign Removal Schedule

This change contains the following revision:

- 24.1 A column and row for Pay Item 73602000 - Remove Overhead Sign Structure - Bridge Mounted has been added and 72400330- Remove Sign Panel Type 3 quantity has been updated.

The revised Drawing will be issued to the successful bidder.

Change No. 25

Contract Plans, Volume 3, Drawing No. 647.
Proposed Signing Schedule

This change contains the following revision:

- 25.1 Row containing "TOTAL" at the bottom of the Proposed Signing Schedule table has been deleted and text for "SUBTOTAL" revised to "TOTAL".

The revised Drawing will be issued to the successful bidder.

Change No. 26

Contract Plans, Volume 3, Drawing No. 648.
Overhead Sign Structure Schedule

This change contains the following revision:

- 26.1 Contents in columns for Pay Items 73800100 and 73800200 have been deleted from the Overhead Sign Structure Schedule table and columns kept blank.

The revised Drawing will be issued to the successful bidder.

Change No. 27

Contract Plans, Volume 3, Drawing No. 650
Traffic Signal Schedule of Quantities

This change contains the following revisions:

- 27.1 The Traffic Signals schedule of Quantities have been revised to reflect quantity changes as shown in the above "SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES" table.
- 27.2 The "Traffic Signal Work Summary Matrix by Stage and Location" table has been revised. For Maintenance of Traffic Stage 2A/2B/2C, replace "Maintain Existing Traffic Signal" with "Modify Existing Controller" for the existing traffic signals at Thorndale Avenue and Park Boulevard.

The revised Drawing will be issued to the successful bidder.

Change No. 28

Contract Plans, Volume 3, Drawing Nos. 653 and 654
Temporary Traffic Signal Installation Thorndale Avenue and I-290 Temporary Ramp G2 (Stages 2A/2B/2C)
Temporary Cable Plan, Temp. Phase Diagram and Temp. Emergency Veh. Preemption Sequence
Thorndale Avenue and I-290 Temporary Ramp G2 (Stages 2A/2B/2C)

This change contains the following revision:

- 28.1 Revise the callout from "Temporary Radio Interconnect to Temporary Ramp K4 Connector" to "Temporary Radio Interconnect to Park Boulevard".

The revised Drawings will be issued to the successful bidder.

Change No. 29

Contract Plans, Volume 3, Drawing No. 657 (attached)
Temporary Traffic Signal Installation Thorndale Avenue and I-290 Ramp K4 Temporary Connector
(Stages 2A/2B/2C)

This change contains the following revisions:

- 29.1 Removed Aerial Service Cable.
- 29.2 Deleted "Temporary Fiber Optic Interconnect" in Note 1. Revised Note 2 to read "Temporary Traffic Signal installation shall be removed at completion of Stage 2C".
- 29.3 Revised callouts for Aerial Signal Cables to Existing Signals Controller Cabinets.

Change No. 30

Contract Plans, Volume 3, Drawing No. 658 (attached)
Temporary Traffic Signal Installation Thorndale Avenue and I-290 Ramp K4 (Stages 2A/2B/2C and Stages 2D/3)

This change contains the following revisions:

- 30.1 Revised notes detailing new sequence of Temporary Traffic signal installation.
- 30.2 Revised callouts showing existing signal controller to be modified.
- 30.3 Revised callouts showing that Aerial Cable to the Ramp K4 Temporary Connector.

Change No. 31

Contract Plans, Volume 3, Drawing Nos. 659 (attached)
Temp. Cable Plan, Temp. Phase Diagram and Temp. emergency Veh. Preemption Sequence Thorndale
Av. and I-290 Ramp K4 Temp. Connector.

This change contains the following revision:

31.1 This Drawing has been revised in its entirety.

Change No. 32

Contract Plans, Volume 3, Drawing Nos. 659A (attached)
Temp. Cable Plan, Temp. Phase Diagram and Temp. Emergency Veh. Preemption Sequence Thorndale
Av. and I-290 Ramp K4 Temp. Connector.

This new drawing contains the following:

- 32.1 Existing Emergency Vehicle Preemption Sequence.
- 32.2 Temporary (Modified) Emergency Vehicle Preemption Sequence.

Change No. 33

Contract Plans, Volume 3, Drawing No. 660(attached)
Temporary Interconnect Schematic

This change contains the following revision:

33.1 Temporary Radio Interconnect – Stages 2A/2B/2C reconfigured.

Change No. 34

Contract Plans, Volume 3, Drawing No. 661(attached)
Existing Thorndale Avenue Interconnect Schematic

This change contains the following revision:

34.1 Removed Temporary Fiber optic Interconnect to Ramp K4 Temporary Connector.

Change No. 35

Contract Plans, Volume 3, Drawing No. 679
IDOT General Electrical Notes, Symbol List and Bill of Materials.

This change contains the following revisions:

- 35.1 The Electrical IDOT Bill of Material Quantities have been revised to reflect changes as shown in the above "SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES" table
- 35.2 IDOT Symbol List Item "Removal of Lighting Unit, Salvage (84200500)" has been revised to "Removal of Lighting Unit, No Salvage (84200600)"

The revised Drawing will be issued to the successful bidder.

Change No. 36

Contract Plans, Volume 3, Drawing No. 681
IDOT Roadway Lighting Plans Elgin O'Hare Expressway

This change contains the following revision:

36.1 Note 1 changed to "Not Used".

The revised Drawing will be issued to the successful bidder.

Change No. 37

Contract Plans, Volume 3, Drawing No. 715

Temporary Lighting MOT Stage 2A (Elgin O'Hare Expy)

This change contains the following revisions:

- 37.1 Revised Note 4: "Install Temporary Wood Pole, 90 FT with 2-15 FT, Mast Arm, Embedded (JT830044) and 2-Temporary Luminaire, Sodium Vapor, High Mat, Horizontal Mount, 750 Watt (JS821009). North Side Luminaire shall be powered only in MOT Stage SA and South Side. Luminaire Shall ne powered in Stages 2B and 2C" to "For Pavement Hatching Legend See MOT Plans."
- 37.2 Removed Note 5: "For Pavement Hatching Legend See MOT Plans."

The revised Drawing will be issued to the successful bidder.

Change No. 38

Contract Plans, Volume 3, Drawing No. 718.

Temporary Lighting MOT Stage 2B (Elgin O'Hare Expy)

This change contains the following revisions:

- 38.1 Added a Temporary Light Pole and reconfigured the Aerial cable.
- 38.2 Added a Note 6 - "DISCONNECT LIGHT FIXTURE. THE POLE SHALL SUSTAIN AERIAL CABLE AND SHALL BE REMOVED AT THE END OF MOT STAGE 2C..

The revised Drawings will be issued to the successful bidder.

Change No. 39

Contract Plans, Volume 3, Drawing No. 720

Temporary Lighting MOT Stage 2B (Elgin O'Hare Expy)

This change contains the following revision:

- 39.1 Revised Note 2 from "Install Aerial Cable, 4-1/c No. 2 with Messenger Wire (81800400) CCTS (G, H, K). Additional Cable for different Circuits may exist on Temporary Poles" to "Install Aerial Cable, 4-1/c No. 2 with Messenger Wire (81800400). Additional Cable for different Circuits may exist on Temporary Poles"

The revised Drawing will be issued to the successful bidder.

Change No. 40

Contract Plans, Volume 3, Drawing No. 722

Temporary Lighting MOT Stage 2B (I-290/Ramps G3 & G4)

This change contains the following revisions:

- 40.1 Revise note 3 from "Install Aerial Cable, 4-1/c No. 2 with Messenger Wire (81800300) CCTS (G, H, K). Additional Wire may already be installed on Temporary Poles" to "Install Aerial Cable, 4-1/c No. 2 with Messenger Wire (81800400)"
- 40.2 Revise the Note callout on the plan from "Note 2" to "Note 3".

The revised Drawing will be issued to the successful bidder.

Change No. 41

Contract Plans, Volume 4, Drawing No. 852
East Approach Slab Details Structure No. 1624 (022-9501)

This change contains the following revisions:

- 41.1 Revise the callouts for Transition Approach Slab from "3" WMA base course" to "3" asphalt base course".
- 41.2 Revise the callouts for Transition Approach Slab from "9" subgrade aggregate" to "12" subgrade aggregate".

The revised Drawing will be issued to the successful bidder.

Change No. 42

Contract Plans, Volume 4, Drawing No. 854
West Approach Slab Details Structure No. 1624 (022-9501)

This change contains the following revisions:

- 42.1 Revise the callouts for Transition Approach Slab from "3" WMA base course" to "3" asphalt base course.
- 42.2 Revise the callouts for Transition Approach Slab from "9" subgrade aggregate" to "12" subgrade aggregate"

The revised Drawing will be issued to the successful bidder.

Change No. 43

Contract Plans, Volume 4, Drawing Nos. 905 and 950
Main Approach Slab Details V Structure No. 1626 (022-0564)
Approach Slab Details IV Structure No. 1627 (022-0565)

This change contains the following revision:

- 43.1 Precast Concrete Bridge Approach Slab units shall be 11" thick, not 9" as shown.

The revised Drawings will be issued to the successful bidder.

Change No. 44

Contract Plans, Volume 4, Drawing No. 906
Transition Approach Slab Details I Structure No. 1626 (022-0564)

This change contains the following revisions:

- 44.1 Revise the callout for Transition Approach Slab from "3" Hot-Mix Asphalt Base course" to "3" asphalt base course".

The revised Drawing will be issued to the successful bidder.

Change No. 45

Contract Plans, Volume 4, Drawing No. 907
Transition Approach Slab Details II Structure No. 1626 (022-0564)

This change contains the following revision:

- 45.1 Replace "Hot-Mix Asphalt Base Course" with "Asphalt Base Course" and "Hot-Mix Asphalt Shoulder" with "Warm Mix Asphalt Shoulder" in legend.

The revised Drawing will be issued to the successful bidder.

Change No. 46

Contract Plans, Volume 4, Drawing Nos. 872, 873, 874 & 875
West Abutment I-II Plan and Elevation Structure No. 1626 (022-0564)
East Abutment I-II Plan and Elevation Structure No. 1626 (022-0564)

This change contains the following revision:

- 46.1 In the last sentence under "ABUTMENT PILE DATA" and under "WINGWALL PILE DATA" replace "...in accordance with Article 519.09 (c) of the Standard Specifications." with "...in accordance with Article 512.09(c) of the Standard Specifications."

The revised Drawings will be issued to the successful bidder.

Change No. 47

Contract Plans, Volume 4, Drawing Nos. 908, 909, 924, 925, & 951
West Approach Slab Bent Elevation Structure No. 1626 (022-0564)
East Approach Slab Bent Elevation Structure No. 1626 (022-0564)
West Abutment Plan and Elevation Structure No. 1627 (022-0565)
East Abutment Plan and Elevation Structure No. 1627 (022-0565)
Approach Bent Elevations Structure No. 1627 (022-0565)

This change contains the following revision:

- 47.1 In the last sentence under "PILE DATA", replace "...in accordance with Article 519.09 (c) of the Standard Specifications." with "...in accordance with Article 512.09(c) of the Standard Specifications."

The revised Drawings will be issued to the successful bidder.

Change No. 48

Contract Plans, Volume 4, Drawing Nos. 866 & 918
General Plan and Elevation Structure No. 1626 (022-0564)
General Plan and Elevation Structure No. 1627 (022-0565)

This change contains the following revision:

- 48.1 Under "Design Stresses", specify Substructure Concrete as Class SI

The revised Drawings will be issued to the successful bidder.

Change No. 49

Contract Plans, Volume 4, Drawing Nos. 901, 902, 946, 947 and 979
Main Approach Slab Details I Structure No. 1626 (022-0564)
Main Approach Slab Details II Structure No. 1626 (022-0564)
East Approach Slab Plan Structure No. 1627 (022-0565)
Approach Slab Details I Structure No. 1627 (022-0565)
Main Approach Slab Details I Structure No. 1629 (022-0566)

This change contains the following revision:

- 49.1 Precast Concrete Bridge Approach Slab units shall be 11" thick, not 9" as shown.
- 49.2 Wherever High Performance Concrete (HPC) is proposed to be constructed on top of precast concrete bridge approach slab panels, this concrete shall be considered to be "HPC wearing surface."

The revised Drawings will be issued to the successful bidder.

Change No. 50

Contract Plans, Volume 4, Drawing No. 949
Approach Slab Details III Structure No. 1627 (022-0565)

This change contains the following revision:

- 50.1 In SECTIONS D-D & E-E, the total thickness of the Main Approach Slab shall be 1'-8", not 1'-3" as shown.
- 50.2 In the LEGEND, the material shown as "WMA" shall be "Asphalt Base Course".

The revised Drawing will be issued to the successful bidder.

Change No. 51

Contract Plans, Volume 4, Drawing No. 951
Approach Bent Elevations Structure No. 1627 (022-0565)

This change contains the following revision:

- 51.1 The piling shown in the BILL OF MATERIAL table shall be HP10x42, not HP14x102.

The revised Drawing will be issued to the successful bidder.

Change No. 52

Contract Plans, Volume 4, Drawing No. 984
Transition Appr. Slab Details 2 Structure No. 1629 (022-0566)

This change contains the following revision:

- 52.1 In the LEGEND, the material shown as "Hot-Mix Asphalt Shoulder" shall be "Asphalt Shoulder" and the material shown as "Hot-Mix Asphalt Base Course" shall be "Asphalt Base Course."

The revised Drawing will be issued to the successful bidder.

**RESPONSES TO REQUESTS FOR INFORMATION RECEIVED AFTER ADDENDUM NO. 1
WAS ISSUED**

- Question No. 1: The Special Provisions speak about the importance of getting underground utilities located prior to excavating, in our case installation of Fence and Guard Rail items. It is customary that pay items JI213004 Exploratory Trench (Hand Excav) and JI213006 Exploratory Trench (Vacuum Excav) are included with the proposal. Will these two pay items be used in the event that a conflict becomes known during a normal utility locate for the ROW Fence or Guard Rail installations or will this work be paid on a force account basis?
- Answer No. 1: No utility conflicts are anticipated with this work; therefore, these items have not been included in the contract for fence and guardrail installation.
- Question No. 2: Steel Plate Beam Guardrail: Throughout the system, Guard Rail built under multiple projects has been accepted with guard rail panels that are 25 Foot in length; in addition IDOT Specifications allow the use of either 12.5 Foot or 25 Foot panels. ISHTA Special Provisions direct us to utilize 12' 6" guardrail panels. Now that a lot of the older projects are now being upgraded and the existing guard rail with 25 Foot panels are going to the various maintenance yards system wide, for consistency purposes, will ISHTA continue to allow the use of 25' Guardrail Panels or enforce the ISHTA provisions for 12.5 Foot panels?
- Answer No. 2: No variance from the Tollway's standards and specifications for furnished guardrail lengths will be allowed for this project.
- Question No. 3: Guardrail and Terminal Items: Plans show 2 runs of guardrail with no shoulder treatment specified. The first one is shown on PL-4 (324 of 1278) on Ramp G8 at approx Sta 809+50 Rt to 808+75 Rt, the second is PL-12(332 of 1278) EB I 290 shoulder Sta 504 +/- . Will the Authority clarify the shoulder treatments at the two locations?
- Answer No. 3: Aggregate shoulder special, Type C (JI481070) will be utilized along the outside of the G2 Gutter on Ramp G8 (PL-4). The shoulder treatment along EB I-290 (PL-12) is an existing aggregate shoulder to remain.
- Question No. 4: Item 70600260 Impact Attenuator Temporary FRD TL 3: Will the Authority want any of the Temporary Impact Attenuators be left in place at the end of this contract? If so, will the Authority add the item JI706261 "Attenuator To Remain in Place" so there is no question on the number of units that will remain, as they have in previous Contracts or will this be handled as an Agreed Unit Price after Award of Contract?
- Answer No. 4: No temporary Impact Attenuator will remain in place at the conclusion of this contract.

- Question No. 5: Knowing the Specifications for The Temporary Attenuators is to "Furnish, Install and Remove" from the project limits and the Item for "Relocate Atten" includes "Remove and re-install" in one mobilization within the project limits. In the same schedule, there is a column of "Relocate Attenuators" has a sub-column for "To Storage" which indicates the Attenuator is now off the project limits and is no longer a relocated item just a removal of an Attenuator, will the Authority clarify the meaning of this column.
- Answer No. 5: This column is used to identify the number of Temporary Impact Attenuators that were previously placed under this contract in a location where they are no longer needed for the subsequent stage of construction. Payment to remove and relocate to an off-site location is covered under the RELOCATE IMPACT ATTENUATORS [70600332] item. Payment to then relocate these Temporary Impact Attenuators from the off-site location back onto the project limits when needed for the subsequent stage of construction is also covered under the same RELOCATE IMPACT ATTENUATORS [70600332] item a second time. The final removal of the Temporary Impact Attenuator is covered under the IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TL 3 [70600260] item.
- Question No. 6: Item X6640535 Chain Link Fence 6 Ft Attached to Structure: On Plan sheet SJ-07 of 10 (995 of 1278) Section B-B indicates a "Bridge Rail" installed in conjunction with the 1/2" PJF. There is no detail or indication of what this item is. Will the Authority clarify the use of this detail?
- Answer No. 6: The fence design and layout shall follow the IDOT Standard for Chain Link Fence (664001-02) and the special provision on sheet J-127.
- Question No. 7: Note 1 on Plan sheet SK-09 of 11 (1007 of 1278) directs the contractor to design and construct this fencing system. What will the Authority be requiring in the way of design criteria? Will the Authority put out a preliminary drawing of an anticipated design so there is at least a starting point in knowing what final design will be acceptable? Please confirm that the design and fabrication of this fence system attached to the MSE Wall will need to be performed by a fabrication shop certified by AISC as prescribed in IDOT Article 106.08 'Certification of Metal Fabricators'. If true, what credentials will the Certified Fabricator need to submit in order to be in compliance with the contract?
- Answer No. 7: The fence design and layout shall follow the IDOT Standard for Chain Link Fence (664001-02) and the special provision on sheet J-127.
- Question No. 8: Item JI664305 Right of Way Fence Ty 1 - 6 Foot: As demonstrated on the Rt 47 Interchange Project, recently built ROW fence projects were accepted with round pipe section driven line posts. Please confirm the Authority will continue to accept the round pipe section driven line posts, as demonstrated on many other ISHTA projects.

Answer No. 8: The Tollway will not accept the round pipe section for line posts for Right of Way Fence except that which is proposed to be vinyl coated.

Question No. 9: Item JI664390 Right-of-Way Fence Type 1 – Fused-Bonded Vinyl Coating: There is no height specified for this item, the Provision suggests a 3'-0" high system, are we to assume a Three Foot tall fence system?
The Specification sub headings Painting and Submittals are usually used in a welded fabricated system. This type of fence has no ridged horizontal members to hold any type of "Panel" together. Will the Authority clarify what will be acceptable as a submission?
The specifications speak of painting of the fence and accessories. This material is available as a complete Vinyl Coated system, the only exception are the line posts. The Authority's Standard allows for a "C" section, the complete system is only available in a Pipe section. An alternate to painting is an IDOT approved method of coating over galvanizing, Powder coating. Powder coating the "C" section of line post will produce a product with much better performance and lifecycle than painting.

Answer No. 9: The fence is 6 foot tall in height. The Tollway will accept the round pipe section for line posts for Right of Way Fence which is proposed to be vinyl coated.

Question No. 10: Will the Authority accept a round pipe section for the line posts that would be Vinyl Coated to the Provision included in the contract documents, thus eliminating the time, of the Authority's Representatives and the contractor, and additional labor and expense that the Submittal process and painting would cause and install a complete compatible system or will the Authority accept an IDOT accepted method of coating over galvanized steel, powder coating, the "C" section line post be acceptable in lieu of painting?

Answer No. 10: The Tollway will accept the round pipe section for line posts for Right of Way Fence which is proposed to be vinyl coated.

Question No. 11: Under the Basis of Payment sub-section it is made known that the End, Corner, Pull and Line Posts are included in the cost of the Fence, have the Authority quantify the incidental amount of how many of each are going to be required, as in the regular ROW Fence Ty 1, 6 Ft, so there is a base-line for bidder to know what is expected to be installed.

Answer No. 11: The Right-of-Way Fence Type 1 – Fused-Bonded Vinyl Coating (JI664390) will be paid for as complete in place per linear foot. Payment for the End, Corner, Pull and Line Posts are included in the cost of the fence and will not be paid for separately as stated in the special provision.

Question No. 12: Item JI664400 ROW Fence Removal: Please confirm that Item 20101000 Temporary Fence will be used after the ROW fence is removed to secure the ROW.

Answer No. 12: Temporary Fence (20101000) will be used to secure the ROW in areas where the proposed Right-of-Way fence cannot be installed prior to removal of the existing Right-of-Way fence.

Question No. 13: Item JT160400 Protection for Fiber Optic Cable: This pay item, as noted in the specification (Sht. J-301), is to warn / protect the "proposed" cable from the "proposed" guard rail installations. Our question is if both the location of the cable and guard rail is known before the installation of the cable, would it not serve the cable better for now and in the years to come to move the location of the cable, thus eliminating the need for protection?

Answer No. 13: To the extent possible, the guardrail and cable has been located to avoid conflicts.

Question No. 14: After reviewing the geotechnical report, two areas are indicated as "Areal extent of Contractor Designed Ground Improvements". The areas are located at Ramp G1 roughly station 111+00 to 114+00 and Ramp G1 station 126+00 to 128+00. Does this contract include contractor designed ground improvements in both areas or only the under the area constructed in this contract?

Answer No. 14: The removal plans and cross sections identify the areas under this contract for Contractor Designed Ground Improvements.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	44004000	PAVED DITCH REMOVAL	FOOT	91		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	26,942		
	44213200	SAW CUTS	FOOT	8,844		
	48101820	AGGREGATE SHOULDERS, TYPE B 10"	SQ YD	4,903		
	48203021	HOT-MIX ASPHALT SHOULDERS, 6"	SQ YD	593		
	48300500	PORTLAND CEMENT CONCRETE SHOULDERS 10"	SQ YD	4,592		
	48300820	PORTLAND CEMENT CONCRETE SHOULDERS 14"	SQ YD	4,766		
	50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	6		
	50105220	PIPE CULVERT REMOVAL	FOOT	1,784		
	50157300	PROTECTIVE SHIELD	SQ YD	9,410		
	50200100	STRUCTURE EXCAVATION	CU YD	4,062		
	50200450	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CU YD	257		
	50300225	CONCRETE STRUCTURES	CU YD	2,889.8		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	539.8		
	50300260	BRIDGE DECK GROOVING	SQ YD	9,765		
	50300265	FORM LINER TEXTURED SURFACE	SQ FT	1,859		
	50300300	PROTECTIVE COAT	SQ YD	13,031		
	50500505	STUD SHEAR CONNECTORS	EACH	33,027		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	767,535		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	542A1915	PIPE CULVERTS, CLASS A, TYPE 3 30"	FOOT	149		
	542A1921	PIPE CULVERTS, CLASS A, TYPE 3 36"	FOOT	708		
	542A1927	PIPE CULVERTS, CLASS A, TYPE 3 42"	FOOT	181		
	542A2749	PIPE CULVERTS, CLASS A, TYPE 4 24"	FOOT	80		
	542A2755	PIPE CULVERTS, CLASS A, TYPE 4 30"	FOOT	166		
	542A2767	PIPE CULVERTS, CLASS A, TYPE 4 42"	FOOT	209		
	542A3379	PIPE CULVERTS, CLASS A, TYPE 5 24"	FOOT	127		
	542A4009	PIPE CULVERTS, CLASS A, TYPE 6 24"	FOOT	54		
	542A4033	PIPE CULVERTS, CLASS A, TYPE 6 48"	FOOT	134		
	542A4045	PIPE CULVERTS, CLASS A, TYPE 6 60"	FOOT	318		
	542A8203	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 18"	FOOT	434		
	542A8215	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 30"	FOOT	8		
	542A8233	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 48"	FOOT	82		
	542A8333	PIPE CULVERTS, CLASS A, TYPE 3 EQUIVALENT ROUND-SIZE 48"	FOOT	137		
	542JA036	PIPE CULVERTS, CLASS A 36" (JACKED)	FOOT	230		
	542JA042	PIPE CULVERTS, CLASS A 42" (JACKED)	FOOT	172		
	542JA046	PIPE CULVERTS, CLASS A 48" (JACKED)	FOOT	369		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	89		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	6,081		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	665		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	165		
	550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	256		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	60		
	560A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	421		
	550A0490	STORM SEWERS, CLASS A, TYPE 2 54"	FOOT	60		
	550A0840	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	5		
	550A0860	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	41		
	550A0760	STORM SEWERS, CLASS A, TYPE 3 36"	FOOT	485		
	550A0770	STORM SEWERS, CLASS A, TYPE 3 42"	FOOT	212		
	550A0790	STORM SEWERS, CLASS A, TYPE 3 54"	FOOT	174		
	550A0960	STORM SEWERS, CLASS A, TYPE 4 15"	FOOT	152		
	550A0980	STORM SEWERS, CLASS A, TYPE 4 18"	FOOT	533		
	550A1080	STORM SEWERS, CLASS A, TYPE 4 48"	FOOT	39		
	550A1100	STORM SEWERS, CLASS A, TYPE 4 60"	FOOT	36		
	550A2600	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 36"	FOOT	61		
	55100200	STORM SEWER REMOVAL 6"	FOOT	126		
	55100300	STORM SEWER REMOVAL 8"	FOOT	98		
	55100500	STORM SEWER REMOVAL 12"	FOOT	1,555		
	55100700	STORM SEWER REMOVAL 15"	FOOT	68		
	55100900	STORM SEWER REMOVAL 18"	FOOT	988		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	3		
	63100089	TRAFFIC BARRIER TERMINAL, TYPE 6B	EACH	2		
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	5		
	63200310	GUARDRAIL REMOVAL	FOOT	2,432		
	63500105	DELINEATORS	EACH	112		
	63700175	CONCRETE BARRIER, SINGLE FACE, 42 INCH HEIGHT	FOOT	2,328		
	63700275	CONCRETE BARRIER, DOUBLE FACE, 42 INCH HEIGHT	FOOT	108		
	63700900	CONCRETE BARRIER BASE	FOOT	2,495		
BDE	63800920	MODULAR GLARE SCREEN SYSTEM, TEMPORARY	FOOT	5,098		
	64200108	SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	8,712		
	64200118	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	8,428		
	66400305	CHAIN LINK FENCE, 6'	FOOT	2,000		
	66600105	FURNISHING AND ERECTING RIGHT OF WAY MARKERS	EACH	8		
	70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	810		
	70106900	CHANGEABLE MESSAGE SIGN	CAL MO	54		
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	46,925		
*	70400100	TEMPORARY CONCRETE BARRIER	FOOT	10,312.5		
*	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	25,150.0		
	70600240	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	EACH	4		
	70600280	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	9		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	23		
	72000100	SIGN PANEL - TYPE 1	SQ FT	146		
	72000200	SIGN PANEL - TYPE 2	SQ FT	832		
	72000300	SIGN PANEL - TYPE 3	SQ FT	5,995		
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	27		
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	81		
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	26		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	1,091		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	7,218		
	73000100	WOOD SIGN SUPPORT	FOOT	842		
	73300100	OVERHEAD SIGN STRUCTURE - SPAN, TYPE I-A (4'-0" X 4'-8")	FOOT	177		
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	107		
	73400100	CONCRETE FOUNDATIONS	CU YD	15.9		
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	76.3		
	73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1		
	73600200	REMOVE OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	6		
	73602000	REMOVE OVERHEAD SIGN STRUCTURE - BRIDGE MOUNTED	EACH	1		
	73700100	REMOVE GROUND MOUNT SIGN SUPPORT	EACH	4		
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	4		
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	10		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	6,108		
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3,457		
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	592		
	78003120	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	FOOT	3,110		
	78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	290		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	33,890		
	78005120	EPOXY PAVEMENT MARKING - LINE 5"	FOOT	9,434		
	78005140	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	15,278		
	78005150	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	1,252		
	78005180	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	77		
	78008200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	72		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11,899		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	4,428		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	11,992		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	1,417		
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	956		
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	2,280		
***	78200410	GUARDRAIL MARKERS, TYPE A	EACH	9		
***	78200520	BARRIER WALL MARKERS, TYPE B	EACH	18		
***	78200530	BARRIER WALL MARKERS, TYPE C	EACH	680		

Contract No. I-13-4607
Addendum No.2

P-13R

MAY 23, 2014

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
***	78201000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	78300100	PAVEMENT MARKING REMOVAL	SQ FT	271,035		
*	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1,007		
	80400100	ELECTRIC SERVICE INSTALLATION	EACH	4		
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,641		
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	457		
	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103		
	81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,767		
	81100805	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	60		
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	649		
	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	36		
	81300630	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	21		
	81400200	HEAVY-DUTY HANDHOLE	EACH	15		
	81603081	UNIT DUCT, 600V, 3-1/C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,820		
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	9,450		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,165		
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,555		
	81702415	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,890		
	81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	190		
	81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	161		

Contract No. I-13-4607
Addendum No.2

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MAY 23, 2014

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	81800300	AERIAL CABLE, 3-1/2 NO. 2 WITH MESSENGER WIRE	FOOT	14,355		
	81800400	AERIAL CABLE, 4-1/2 NO. 2 WITH MESSENGER WIRE	FOOT	10,432		
D1	82102400	LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT	EACH	21		
D1	82107200	UNDERPASS LUMINAIRE, 100 WATT, HIGH PRESSURE SODIUM VAPOR	EACH	38		
	83050828	LIGHT POLE, ALUMINUM, 47.6 FT. M.H., 15 FT. DAVIT ARM	EACH	21		
	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	387		
	83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	19		
	84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	EACH	113		
	84200800	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	62		
	84200804	REMOVAL OF POLE FOUNDATION	EACH	86		
	84500110	REMOVAL OF LIGHTING CONTROLLER	EACH	1		
	84800130	REMOVAL OF LIGHTING CONTROLLER FOUNDATION	EACH	1		
D1	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2		
	86300200	CONTROLLER CABINET TYPE II	EACH	2		
	87800200	CONCRETE FOUNDATION, TYPE D	FOOT	21		
	87900200	DRILL EXISTING HANDHOLE	EACH	5		
D1	89000100	TEMPORARY TRAFFIC SIGNAL INSTALLATION	EACH	2		
*	89500500	CABINET HOUSING EQUIPMENT RELOCATION	EACH	4		
*	89500510	CABINET HOUSING EQUIPMENT REMOVAL	EACH	6		
	89502200	MODIFY EXISTING CONTROLLER	EACH	1		
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	3,227		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	X8020097	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID, RESTRICTOR PLATE	EACH	2		
*	X8081480	PAVED DITCH (SPECIAL)	FOOT	425		
*	X8430110	REMOVE IMPACT ATTENUATORS, SALVAGE	EACH	5		
*	X8640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	130		
*	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	810		
D1	X7030025	WET REFLECTIVE TEMPORARY TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	363		
D1	X7030030	WET REFLECTIVE TEMPORARY TAPE TYPE III, 4 INCH	FOOT	68,548		
D1	X7030035	WET REFLECTIVE TEMPORARY TAPE TYPE III, 5 INCH	FOOT	13,092		
D1	X7030045	WET REFLECTIVE TEMPORARY TAPE TYPE III, 8 INCH	FOOT	24,804		
D1	X7030050	WET REFLECTIVE TEMPORARY TAPE TYPE III, 12 INCH	FOOT	2,155		
D1	X7030055	WET REFLECTIVE TEMPORARY TAPE TYPE III, 24 INCH	FOOT	123		
*	X7040850	REMOVE TEMPORARY CONCRETE BARRIER	FOOT	2,287.6		
*	X8130110	JUNCTION BOX (SPECIAL)	EACH	4		
D1	X8131168	JUNCTION BOX, NON-METALLIC, EMBEDDED IN STRUCTURE, 21" X 11" X 08"	EACH	6		
*	X8440110	RELOCATE EXISTING LIGHT POLE WITH LUMINAIRE	EACH	9		
*	X8440116	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	13		
D1	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	FOOT	2,239		
D1	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	FOOT	2,167		
*	X8730570	ELECTRIC CABLE IN CONDUIT, COAXIAL VIDEO, RG 59/U	FOOT	190		
*	X8930450	REMOVE EXISTING UNDERGROUND CONDUIT	FOOT	2,519		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
	J1664390	RIGHT OF WAY FENCE, TYPE 1, FUSED - BONDED VINYL COATING	FOOT	810		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	8,467		
*	J1666010	RIGHT OF WAY MARKER	EACH	18		
*	J1660007	HEADWALL TYPE I, 36"	EACH	1		
*	J1660010	HEADWALL TYPE II, 42"	EACH	3		
*	J1660012	HEADWALL TYPE II, 54"	EACH	1		
*	J1660013	HEADWALL TYPE II, 60"	EACH	1		
*	J1660021	HEADWALL TYPE III, 48", 1:4	EACH	1		
*	J1660026	HEADWALL TYPE III, 48", 1:6	EACH	1		
*	J1660048	HEADWALL TYPE IV, PIPE ARCH 48", 1:4	EACH	1		
*	J1660120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	20		
*	J1660122	SLOPED HEADWALL TYPE III, 15", 1:3	EACH	6		
*	J1660125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	6		
*	J1660127	SLOPED HEADWALL TYPE III, 30", 1:3	EACH	2		
*	J1660130	SLOPED HEADWALL TYPE III, 6", 1:4	EACH	20		
*	J1660140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	48		
*	J1660142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	6		
*	J1660145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	5		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1781005	RAISED PAVEMENT LANE MARKER, BRIDGE	EACH	21		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	287		
*	J1782010	GUARDRAIL DELINEATOR, REFLECTOR MARKER TYPE B	EACH	45		
*	J1782020	CONCRETE BARRIER DELINEATOR, REFLECTOR MARKER TYPE C	EACH	57		
***	J1782110	TERMINAL MARKER - DIRECT APPLIED	EACH	9		
*	J1830018	TEMPORARY WOOD POLE, 80 FT., CLASS 4 WITH 15 FT. MAST ARM AND LUMINAIRE	EACH	43		
*	J1830025	TEMPORARY WOOD POLE, 40 FT., CLASS 4	EACH	15		
*	J1999719	PRESSURE VALVE INSERT, 12 INCH	EACH	1		
*	J1999760	FIBER OPTIC CABLE, SINGLE MODE, NON ARMORED, 12 FIBERS	FOOT	3,032		
*	J1999764	NON-INVASIVE MAGNETO INDUCTIVE SENSOR	EACH	8		
*	J1999768	NON-INVASIVE MAGNETO INDUCTIVE SENSOR HOMERUN CABLE	FOOT	1,634		
*	J1999788	PREFORMED INDUCTION LOOP	FOOT	112		
***	J1A20080	TREE, HEPTACODIUM MICRONOIDES (SEVEN SON FLOWER), 8' HEIGHT, BALLED AND BURLAPPED	EACH	40		
***	J1B20030	SYRINGA PEKINENSIS 'ZHANG ZHIMING' (BEIJING GOLD LILAC), 2 1/2' CAL., BALLED AND BURLAPPED	EACH	25		
	J1C20040	DIERVILLA RIVULARIS 'MORTON' (SUMMER STARS HONEYSUCKLE), 18' HT., BALLED AND BURLAPPED	EACH	153		
	J1C20042	SHRUB, CELASTRUS SCANDENS (BITTERSWEET), 5 GALLON, CONTAINER GROWN	EACH	99		
	J1C20046	SHRUB, PHYSOCARPUS OPULIFOLIUS (NINEBARK), 5 GALLON, CONTAINER GROWN	EACH	84		
	J1C20048	SHRUB, RHUS GLABRA (SMOOTH SUMAC), 5 GALLON, CONTAINER GROWN	EACH	38		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS870CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17		
**	JS871010	MOBILIZATION, TOLLWAY	L SUM	1		
**	JS733B25	OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE (STEEL) (25 FT)	FOOT	25		
**	JS733070	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (70 FT)	FOOT	70		
**	JS733100	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (100 FT)	FOOT	200		
**	JS733110	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (110 FT)	FOOT	220		
**	JS733130	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (130 FT)	FOOT	130		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	385		
**	JS734B10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE	CU YD	42		
**	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	1		
**	JS810086	UNDERGROUND CONDUIT, PVC COATED GALVANIZED STEEL, 3" DIA.	FOOT	150		
**	JS810828	UNDERGROUND CONDUIT, GALVANIZED STEEL, 6" DIA.	FOOT	121		
**	JS810839	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	1,932		
*	JS810874	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	75,486		
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	29,284		
*	JS810881	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 6" DIA.	FOOT	3,828		
*	JS810883	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 8" DIA.	FOOT	2,388		
**	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,270		
**	JS811080	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,386		
**	JS811080	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	190		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	3,306		
**	JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11		
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 8" X 8" X 4"	EACH	22		
**	JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 8"	EACH	8		
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	4		
**	JS813094	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	7		
**	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	95		
**	JS818012	UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	2,359		
**	JS818078	UNIT DUCT, WITH 4-1/C NO. 4 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,395		
**	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	5,105		
**	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	3,446		
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	13,560		
**	JS817218	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	510		
*	JS821009	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27		
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111		
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	22		
**	JS825004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1		
**	JS828001	LIGHTING CONTROLLER FOUNDATION, TYPE A	EACH	1		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	91		
**	JS830008	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	6		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	JT160006	CONDUIT FOR SINGLE MODE FIBER OPTIC CABLE, ATTACHED TO STRUCTURE, 8" DIA, RIGID NONMETALLIC	FOOT	760		
*	JT160130	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 36"X60"X36"	EACH	10		
*	JT160132	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36"	EACH	5		
*	JT160150	CABLE MARKER SIGN FOR SINGLE MODE FIBER OPTIC CABLE	EACH	6		
*	JT160152	CABLE MARKER SIGN WITH POST FOR SINGLE MODE FIBER OPTIC CABLE	EACH	47		
*	JT160400	PROTECTION FOR FIBER OPTIC CABLE	EACH	3		
*	JT201950	FURROW	FOOT	25,600		
*	JT205010	EMBANKMENT UNDER STRUCTURE	CU YD	1,302		
*	JT210001	POROUS GRANULAR BACKFILL	CU YD	280		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	642		
*	JT211200	PREPARED TOPSOIL FURNISH AND PLACE, 8"	SQ YD	4,068		
*	JT211202	PREPARED TOPSOIL FURNISH AND PLACE, 12"	SQ YD	26,432		
*	JT250430	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)	ACRE	22.5		
*	JT250440	SEEDING, CLASS 4F NATIVE GRASS, LOW PROFILE MIX (MODIFIED)	ACRE	13.8		
*	JT250445	SEEDING, GRASS-FORB MIX	ACRE	0.8		
*	JT250450	SEEDING, TALL FESCUE MIX	ACRE	35.3		
*	JT251020	BIOSWALE EROSION CONTROL BLANKET	SQ YD	4,068		
*	JT254015	BIOSWALE PLUGS	SQ YD	3,130		
*	JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	2,816		

SCHEDULE OF INCIDENTAL ITEMS

<u>PAY ITEM NUMBER</u>	<u>DESIGNATION</u>	<u>INCIDENTAL WORK</u>
20200100	EARTH EXCAVATION	Removal of delineators Clearing of brush and Trees < 6in. diameter.
280XXXXX	VARIOUS EROSION CONTROL ITEMS	Temporary Removal and Replacement for Construction
42000XXX	PORTLAND CEMENT CONCRETE PAVEMENT	Tie bars and dowel bars
42100XXX	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	Drilling and grouting of reinforcement bars in existing pavement
44000100	PAVEMENT REMOVAL	Removal of any existing pavement fabric, reinforcement and dowel bars.
50100100	REMOVAL OF EXISTING STRUCTURES	Removal of existing slope wall, cutoff and removal or existing piling interfering with new construction
50300225	CONCRETE STRUCTURES	Excavation for pile bent; joint fillers; joint sealant; joint backer rod; neoprene sheet at joints; miscellaneous fasteners, appurtenances and steel items at joints, waterstops, rodent shield and weep holes
50300255	CONCRETE SUPERSTRUCTURE	Joint fillers; joint sealant; joint backer rod; neoprene sheet at joints; miscellaneous fasteners, appurtenances and steel items at joints, miscellaneous aluminum plates at joints; anchor rods, plates, and conduit for light pole and sign anchors; preformed joint sealer
50800205	REINFORCEMENT BARS, EPOXY COATED	Drilling and grouting of reinforcement bars in existing approach slab at the westerly end of Structure Number 1623
51100100	SLOPE WALL	Concrete, welded wire fabric, reinforcement bars, sealant, backer rod, joint filler

<u>PAY ITEM NUMBER</u>	<u>DESIGNATION</u>	<u>INCIDENTAL WORK</u>
52000110	PREFORMED JOINT STRIP SEAL	Parapet plates, anchor studs, expansion joint frame rail support system
52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	Side retainers and miscellaneous steel appurtenances
550AXXXX	STORM SEWER, CLASS A, ANY TYPES AND SIZES	Connecting and Preserving Field Tiles.
58103XXX	DUCTILE IRON WATER MAIN, ALL SIZES	Support and Protect Poles or Pole Anchors.
60100060	CONCRETE HEADWALLS FOR PIPE DRAINS	Excavation, Backfill And Existing Ditch Restoration.
6010XXXX	PIPE UNDERDRAINS, ANY SIZE OR TYPE	Connection To Storm Sewer Inlets, Catch Basins Or Other Drainage Structures.
602XXXXX	ALL MANHOLES, INLETS, AND CATCH BASINS	Flat Slab Tops, Preserving and Connecting Field Tiles.
70400100	TEMPORARY CONCRETE BARRIER	Anchor And Connector Pins, Removal of Barrier Placed in previous contracts.
73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	Reinforcement bars, anchor rods, grounding electrodes, conduit and concrete sealer
81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	Splicing Temporary Conductors to Existing Conductors
84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	Temporary lighting unit and adjacent wiring shall be removed.
A200XXXX, A201XXXX, B200XXXX, B201XXXX, C200XXXX, C201XXXX, C2C0XXXX, D200XXXX, JIA200XX, JIB200XX, JIC200XX	SHADE TREES, ORNAMENTAL TREES, EVERGREEN TREES AND SHRUBS	Furnishing and Placing Mulch and Topsoil

DRIVING PILES

Description.

This work shall consist of driving piles as shown on the plans and as specified in Section 512 of the Standard Specification and these Special Provisions.

Where shown on the plans, when precoring of piles is required, measurement and payment for this work shall be as specified.

Method of Measurement.

When precored holes for piles which are to be driven through new embankment or dense soils are shown on the plans, the work involved in precoring, disposing of spoils, and filling holes with loose sand shall not be measured for payment.

Basis of Payment.

No payment shall be made for precoring for pile, disposal of spoils, and filling holes with loose sand, and all incidentals associated with the precoring. Cost for these items is incidental to DRIVING PILES.

SLEEVE PILES

Description.

Where shown on the plans, either sand-filled corrugated steel pipe sleeves or Yellow Jacket QC2000 System (by Foundation Technologies, Inc.), at Contractor's option, shall be furnished and installed around steel piling.

Materials.

The steel pipe sleeve shall be corrugated and have a minimum inner diameter of 1'-10". The use of a larger diameter pipe sleeve shall be coordinated and approved by the MSE wall supplier. The pipe sleeve shall be made of galvanized steel and have minimum thickness of 10 gauge. The sand shall be clean. Both the pipe sleeve and sand shall meet the requirements as set forth in the following articles in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

	Article/Section
a. Corrugated Structural Plate Pipe	1006.01
b. S a n d	1003.04

Construction Requirements.

Placement of the corrugated steel pipe sleeves and sand shall conform to the following requirements:

- 1) The corrugated steel pipe sleeve shall be placed such that the steel H-pile is centered within the sleeve to a tolerance of 1".
- 2) Prior to placing the sand, the corrugated steel pipe sleeve shall contain only the steel H-pile. The inside of the pipe sleeve shall be free of all debris, standing water, and MSE wall select fill.
- 3) Prior to placing the sand, any standing water shall be pumped out. The placement of sand shall not be used as a means to displace standing water. The drilling of holes into pipe sleeves to drain water shall not be permitted.
- 4) The sand shall be evenly poured into the pipe sleeve in a controlled manner and not compacted. The steel H-Pile shall remain centered within tolerance after placement of the sand.
- 5) Any corrugated steel pipe sleeves or sand filled corrugated steel pipe sleeves that require removal and resetting shall be at the Contractor's sole expense. Steel pipe sleeves or sand filled steel pipe sleeves shall be removed and reset if the following conditions are encountered:
 - a. The corrugated steel pipe sleeve is no longer centered on the steel H-pile within tolerance after sand placement.
 - b. Prior to sand placement the pipe sleeve is filled with excessive debris or fill material that is not sand. Cutting and patching the pipe sleeve for the purpose of removing materials is not permitted.

- c. Pipe sleeves are damaged, punctured, dented or crushed during the placement of select fill or other construction operations.
- d. Any external bracing that may be employed by the Contractor to stabilize the pipes sleeve shall not be measured for payment and shall be removed prior to the placement of the MSE wall's select fill.

Placement of the Yellow Jacket sleeve system shall be in compliance with the Manufacturer's written installation instructions. If repairs to the system are required, these shall likewise be performed in compliance with the Manufacturer's written instructions and subject to approval by the Owner.

Submittals.

- a. The Contractor shall submit shop drawings and samples in accordance with the Standard Specifications, Article 105.04(d) Shop Drawings.
- b. As soon as practical and within thirty days after award of contract and before any material or equipment is purchased, the Contractor shall submit to the Tollway for approval one reproducible and four prints of all shop drawings to be incorporated in the Work.

Method of Measurement

The corrugated steel pipe sleeves, sand, Yellow Jacket sleeve system, and all incidentals associated with the sleeves will not be measured for payment.

Basis of Payment

No payment shall be made for corrugated steel pipe sleeves, sand, Yellow Jacket sleeve system, and all incidentals associated with the sleeves. Cost for these items is incidental to PERFORMANCE BASED RETAINING WALL at specified location.

TEMPORARY CONCRETE BARRIER

Description: This work shall consist of furnishing, placing, anchoring, maintaining, relocating and removing concrete barrier at the locations shown on the plans or as directed by the Engineer. This work shall be done according to the applicable portions of Section 704 of the Standard Specifications, and as indicated herein.

Revise Section 704.04 of the Standard Specifications to include the following:

"Anchoring pins shall be used to secure the concrete barrier, in addition to the ends of the barrier when the barrier clearance to the work area is within 3'-9" from the back of the temporary concrete barrier."

Revise Section 704.05 of the Standard Specifications to include the following:

"This work shall include the materials and labor necessary for providing the additional anchoring."

TEMPORARY CONCRETE BARRIER shall consist of furnishing, placing, maintaining and removing temporary concrete barrier, at the locations denoted in the plans or as directed by the Engineer, in accordance with Section 704 of the Standard Specifications.

RELOCATE TEMPORARY CONCRETE BARRIER shall consist of relocating, maintaining and removing temporary concrete barrier, at the locations denoted in the plans or as directed by the Engineer, in accordance with Section 704 of the Standard Specifications.

REMOVE TEMPORARY CONCRETE BARRIER shall consist of removing temporary concrete barrier, at the locations denoted in the plans or as directed by the Engineer, in accordance with Section 704 of the Standard Specifications.

Method of Measurement: This work will be measured for payment in feet, in place, along the centerline of the barrier and shall include all work as described herein, in the Standard Specifications, and in the applicable Highway Standards.

Basis of Payment: **TEMPORARY CONCRETE BARRIER** will be paid for at the contract unit price per foot. **RELOCATE TEMPORARY CONCRETE BARRIER** will be paid for at the contract unit price per foot. **REMOVE TEMPORARY CONCRETE BARRIER** will be paid for at the contract unit price per foot. Work to install and remove pins shall not be paid for separately but is included in the cost of these pay items.

REMOVE IMPACT ATTENUATORS, SALVAGE

Description. This work shall consist of the removal and salvage of the existing temporary impact attenuators at the locations shown on the Plans or as directed by the Engineer. The attenuator base or concrete pad shall also be removed.

General Requirements. When the Engineer determines the temporary Impact Attenuator is no longer required, the installation shall be dismantled and removed. All hardware and appurtenances shall remain the property of the Contractor.

Method of Measurement. This work will be measured for payment in place per each.

Basis of Payment. This work will be paid for at the contract unit price, per each, for REMOVE IMPACT ATTENUATORS, SALVAGE which price shall be payment in full for all labor, tools, equipment and materials necessary to complete this work. No separate payment will be made for the removal of the attenuator base or concrete pad but shall be included herein.

ASPHALT BINDER AND SURFACE COURSE MIXTURES (TOLLWAY)

Effective: December 13, 2011
Revised: September 17, 2012

DESCRIPTION

This work shall consist of constructing either hot-mix asphalt (HMA) or warm mix asphalt (WMA) binder and/or surface course on a prepared base as required by contract design. When WMA pay items are required by design, an HMA mix may be utilized for special or low tonnage applications in lieu of WMA mixtures upon approval by the Engineer at no additional cost to the Tollway. When HMA pay items are required by design, a WMA mix may be utilized for special or low tonnage application in lieu of HMA mixtures upon approval by the Engineer at no additional cost to the Tollway. Work shall be according to Sections 406, 407 and 1030 of the Standard Specifications except as modified herein.

MATERIALS

Section 406 of the standard specifications shall govern the requirements for materials except as modified herein:

Revise Note 1 of Article 406.02 of the Standard Specifications as follows:

Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table. When more than one grade is shown for a particular type, the Engineer reserves the right to specify the grade which shall be used.

When emulsified asphalts are used, they shall be diluted with an equal volume of potable water. All emulsions shall be diluted by the manufacturer. The diluted material shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion. The diluted material shall not be returned to an approved emulsion storage tank.

Add the following to Article 406.02 of the Standard Specifications:

"(d) Warm Mix Additives / Processes. When a WMA is specified or permitted, the warm mix technology used shall be a recognized additive / process with successful project(s) constructed nationally or internationally that allow for a reduction in the temperature at which the HMA is produced and placed. Warm mix additives/processes that may be considered for Tollway approval and Contractor use include the following:

- (1) Organic Additives (requiring minor plant modifications)
- (2) Chemical Additives (requiring minor plant modifications)
- (3) Water Injection Foaming Processes (requiring major plant modifications)

The Contractor shall ensure that a Technical Representative from the approved warm mix asphalt additive or process manufacturer is present during the first day of production and placement of HMA produced with warm mix technology."

Revise Article 1030.02(c) of the Standard Specifications to read:

"(c) RAP Material..... Tollway Special Provision for Reclaimed Asphalt Pavement"

Add the following to Article 1030.02 of the Standard Specifications:

"(h)RAS Material..... Tollway Special Provision for Reclaimed Asphalt Shingles"

EQUIPMENT

Add the following to the list of specific references of Article 406.03 of the Standard Specifications.

"RAP Processing Equipment	Tollway	Special	Provision	for
		Reclaimed	Asphalt	Pavement
"RAS Processing Equipment	Tollway	Special	Provision	for
		Reclaimed	Asphalt	Shingles"

Add the following to Article 406.02 of the Standard Specifications.

"For the production of WMA binder and surface course mixes, use equipment and WMA technologies capable of producing an asphalt mixture that is workable at the minimum placement and compaction temperature desired, regardless of storage or haul distance considerations."

Add the following to Article 1030.03 of the Standard Specifications.

"When a mix is produced using an approved warm mix asphalt technology, the asphalt mixing plant shall be modified as required by the additive or process manufacturer to introduce the technology and produce a WMA mixture meeting the volumetric properties specified herein. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, tuning the plant burner and adjusting the flights in order to operate at lower production temperatures and/or reduced tonnage.

All metering devices will meet the current IDOT requirement for liquid or mineral additives. Document the integration of plant controls and interlocks when using WMA additive metering devices."

MIXTURE DESIGN

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mix designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of moisture sensitivity testing (IL Modified AASHTO T 283) on production ingredient materials sampled at the HMA plant. The results will inform the contractor of the need for an anti-strip additive in the mix based on the following minimums:

- 1) for polymer modified asphalt mix have a conditioned tensile strength of 115 psi or better with no TSR requirements, for non-modified asphalt mix have a conditioned tensile strength of 100 psi or better for 6 in. specimens;
- 2) for polymer modified asphalt mix have a conditioned tensile strength of 100 psi or better with a TSR of 0.85 or better for 6 in. specimens, for non-modified asphalt mix have a conditioned tensile strength of 80 psi or better with a TSR of 0.85 or better for 6 in. specimens;
- 3) any asphalt mix with anti-strip (liquid or lime) conditioned tensile strength may not be lower than the original mix conditioned tensile strength without anti-strip and no visual stripping of the coarse or fine aggregate in the broken faces shall be observed.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Warm Mix Technology. A Warm Mix Technology shall be used with an approved HMA mix design.

The mixture design for any WMA binder or surface course shall be developed based on a lab produced HMA mix design modified as a WMA mix design through trial batch production of the WMA mixture and test strip placements. The original HMA mix design to be modified shall be designed and submitted to the Engineer without including the WMA additive or technology. When a WMA surface or binder course mix using an additive is to be used, document the additive used and recommend the dosage rate on a resubmittal of the original HMA mix design that is to be modified as a WMA mix design. The Tollway Material Engineer and Contractor will verify the original HMA mix design with any WMA technology based on plant produced samples taken from the WMA test strip. Any needed mix design adjustments will apply to the development of the WMA binder course or surface course mix design.

In addition to the HMA mix design, for WMA mix designs proposed using organic or chemical additives, Hamburg Wheel testing according to Illinois Modified AASHTO T324 shall be conducted on a laboratory mixed sample at the recommended dosage rate. The Hamburg Wheel testing requirements from this sample are:

Asphalt Binder Grade	# Wheel Passes	Maximum Rut Depth, in.
PG 76-XX	20,000	½ inch
PG 70-XX	15,000	½ inch
PG 64-XX	10,000	½ inch
PG 58-XX	10,000	½ inch

The final adjusted design for the WMA mix design shall be submitted for acceptance with the following information included:

- 1) All information required for Superpave HMA.
- 2) WMA technology and/or WMA additives information.
- 3) WMA technology manufacturer's established recommendations for usage.
- 4) WMA technology manufacturer's established target rate for water and additives, the acceptable variation for production, and documentation showing the impact of excessive production variation.
- 5) WMA technology material safety data sheets (MSDS).
- 6) Documentation of at least 3 past WMA technology field applications including project type, project owner, tonnage, location, mix design, mixture volumetrics, field density, and performance.
- 7) Temperature range for mixing.
- 8) Temperature range for compacting.
- 9) Asphalt binder performance grade test data over the range of WMA additive percentages proposed for use.
- 10) WMA mixture QC/QA test results measured from the test strip samples specific to the Contractor's proposed WMA technology.
- 11) Laboratory test data, samples and sources of all mixture components, and asphalt binder viscosity-temperature relationships.
- 12) Mix production Hamburg test results from WMA test strip.

The Tollway may accept an existing WMA mixture design with a WMA additive / process previously used on a Tollway project and may waive the test strip trial batch required to verify the WMA mix design."

QUALITY CONTROL / QUALITY ASSURANCE

Article 1030.05 of the Standard Specifications shall govern the requirements for Quality Control / Quality Assurance (QC/QA) of HMA and WMA mixtures.

WMA PRODUCTION

WMA shall be produced at a temperature range recommended by the additive / process manufacturer and verified through a QC/QA mixture test strip. It may be necessary to initially produce HMA mixes at conventional HMA temperatures immediately before WMA production at lower temperatures in order to prime the plant for proper operating temperatures.

A QC/QA mixture test strip will be required for all WMA mixes. The test strip shall be constructed at a location approved by the Engineer to determine the mix properties, density, and laydown characteristics, and as needed to finalize any proposed mix design. These test results and visual inspections on the mixture shall be used to make corrective adjustments if necessary. For all mixtures produced with a WMA technology, the QC/QA WMA mixture test strip shall be constructed at an approved off-site location to determine the mix properties, density, production temperature target, compaction procedure, and laydown characteristics. A field TSR test of the mix produced for any WMA test strip will be required.

Prior to the start of mix production and placement, The Tollway Materials Engineer will review and approve all test strip results, WMA mix designs, and rolling pattern.

The test strips will be performed as follows:

- (a) **Team Members.** The start-up team, if required, shall consist of the following:
 - (1) Resident Engineer
 - (2) Tollway Project Manager, or representative
 - (3) Tollway Materials Engineer, or representative
 - (4) Construction Manager's Nuclear Density Gauge Specialist
 - (5) Contractor's QC Manager
 - (6) Construction Manager's QA representative
 - (7) Contractor's Density Tester
 - (8) AC Supplier representative
- (b) **Communication.** The Contractor shall advise the team members of the anticipated start time of production for the test strip. The QC Manager shall direct the activities of the test strip team. A Tollway-appointed representative from the start-up team will act as spokesperson for the Tollway.
- (c) **The Test Strip(s)** shall consist of approximately 300 tons. It shall contain two growth curves which shall be compacted by a static steel-wheeled roller and tested as outlined herein.
 - (1) **Mix Information.** On the day of construction of the Test Strip, the Contractor shall provide the start-up team documentation of test data showing the combined hot-bin or the combined aggregate belt sample and mineral filler at a drier-drum plant.
 - (2) **Mix and Gradation Test Strip Samples.** The first and second sets of mixture and gradation samples shall be taken by the Contractor at such times as to represent the mixture between the two growth curves and the rolling pattern area, respectively. All test strip samples shall be processed by the Contractor for determination of mix composition and Superpave properties including air voids. This shall include washed gradation tests. This information shall then be compared to the JMF and required design criteria. Prepare and test any WMA test strip mixtures, including Superpave gyratory compacted specimens for QC/QA using the same test methods, procedures and frequencies as specified for HMA, except that the WMA mixture shall be aged at the production temperature for a period of 2 hours before gyratory or performance based test specimens are compacted.

Hamburg Wheel testing according to Illinois Modified AASHTO T324 shall be conducted from the test strip production mixture. The Hamburg Wheel testing requirements from this sample are:

Asphalt Binder Grade	# Wheel Passes	Maximum Rut Depth, in.
PG 76-XX	20,000	½ inch
PG 70-XX	15,000	½ inch
PG 64-XX	10,000	½ inch
PG 58-XX	10,000	½ inch

- (3) **Construction of the Test Strip.** After the Contractor has produced the mix, transported the mix, and placed approximately 100 to 150 tons of mix, placement of the mix shall stop, and a growth curve shall be constructed. After completion of the first growth curve, paving shall resume for 50 to 100 tons of mix, placement shall stop, and the second growth curve shall be constructed within this area. Additional growth curves may be required if an adjustment/plant change is made during the test strip. The Contractor shall use the specified rolling procedures for all portions of the test strip except for the growth curve areas which shall be compacted as directed by the Engineer.
- (4) **Location of Test Strip.** The test strip shall be located on a pavement type similar to the contract pavement and acceptable to the Engineer. It shall be on a relatively flat portion of the roadway. Descending/Ascending grades or ramps shall be avoided.
- (5) **Compaction Temperature.** For WMA mixtures, the temperature of the mix at the beginning of the growth curve shall be within the additive / process manufacturer's recommended temperature range for compaction.
- (6) **Compaction and Testing.** The QC Manager will specify the roller(s) speed and number of passes required to obtain a completed growth curve. The nuclear gauge shall be placed near the center of the hot mat and the position marked for future reference. With the bottom of the nuclear gauge and the source rod clean, a 15 seconds nuclear reading (without mineral filler) shall be taken after each pass of the roller. Rolling shall continue until the maximum density is achieved and three consecutive passes show no appreciable increase in density or no evidence of destruction of the mat. The growth curve shall be plotted.
- (7) **Evaluation of Growth Curves.** Mixtures which exhibit density potential less than 94 percent or greater than 97 percent of the maximum theoretical density (D) shall be considered as sufficient cause for mix adjustment. If a mix adjustment is made, an additional test strip may be constructed. The Tollway will pay half the cost of the contract unit price for a test strip if additional one is required. The information shall then be compared to the AJMF and required design criteria.

If the nuclear density potential of the mixture does not exceed 91 percent, the operation will cease until all test data is analyzed or a new mix design is produced.

In addition, other aspects of the mixture, such as appearance, segregation, texture, or other evidence of mix problems, should be noted and corrective action taken at this time.

- (d) Documentation. The WMA test strip and rolling pattern information (including growth curves) will be tabulated by the contractor with copies provided to each team member, and the original submitted to the Engineer. Any change to the rolling pattern shall be approved by the Engineer.

CONSTRUCTION REQUIREMENTS

PLACING

Article 406.06 of the Standard Specifications shall govern the requirements of HMA and WMA placement except as modified herein:

Revise the first and second paragraphs of Article 406.06(b) of the Standard Specifications to read:

"General. HMA and WMA shall be placed on a clean, dry base and when weather conditions are suitable. The HMA leveling binder and HMA binder courses shall be placed only when the temperature in the shade is at least 40°F and the forecast is for rising temperatures. The HMA surface course shall be placed only when the air temperature in the shade is at least 45°F and the forecast is for rising temperatures. The WMA leveling binder and WMA binder courses shall be placed only when the temperature in the shade is at least 32°F and the forecast is for rising temperatures. The WMA surface course shall be placed only when the air temperature in the shade is at least 35°F and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350°F. The WMA shall be delivered on dates when the ambient air temperatures during placement will be at least 50° F and rising within a temperature range as established by the WMA additive / process manufacturer and reported by the Contractor to the Engineer with the WMA mix design submittal. The temperature of WMA shall not exceed the manufacturer's recommended maximum placement temperature when measured immediately behind the paver when the air temperature is 50°F and rising. The WMA shall be delivered at a temperature of 250 to 350°F on dates when the ambient air temperatures during placement will be between the specified minimum temperature and 50°F."

COMPACTION

Article 406.07 of the Standard Specifications shall govern the requirements of HMA and WMA compaction except as modified herein:

Add the following paragraph to Article 406.07 of the Standard Specifications:

"Compact WMA immediately after spreading and before the WMA mixture temperature falls below the minimum job mix compaction temperature as recommended by the manufacturer of the WMA technology used. Discontinue paving if the Contractor is unable to achieve the specified density before the mixture cools below the minimum recommended WMA job mix design compaction temperature."

METHOD OF MEASUREMENT

This work will be measured in accordance with Article 406.13 of the Standard Specifications.

BASIS OF PAYMENT

This work will be paid for in accordance with Article 406.14 of the Standard Specifications except as modified herein:

Add the following to the second paragraph of Article 406.14 of the Standard Specifications:

"The WMA surfacing will be paid for at the contract unit price per ton for WARM MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; and WARM MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified."

Add the following to Article 406.14 of the Standard Specifications:

"Superpave HMA and WMA mixtures will be paid for under its respective item. If permissive use of an HMA mixture in place of a specified WMA mixture is granted by the Engineer, a new pay item will be established for the HMA with the same unit price. If permissive use of a WMA mixture in place of a specified HMA mixture is granted by the Engineer, a new pay item will be established for the WMA with the same unit price."

ASPHALT BASE COURSE (Tollway Recurring)

Effective: March 23, 2012

Revised: September 17, 2012

DESCRIPTION

This work shall consist of constructing hot-mix asphalt (HMA) or warm-mix asphalt (WMA) base course on a prepared subgrade according to Section 355 of the Standard Specifications except as modified herein.

MATERIALS

Materials and mix designs shall be according to the Tollway special provision for Asphalt Binder and Surface Course Mixtures.

The mixture composition used shall be IL-25.0 or IL-19.0.

EQUIPMENT

Add the following to the list of specific references of Article 406.03 of the Standard Specifications.

"RAP Processing Equipment	Tollway Special Provision for Reclaimed Asphalt Pavement
RAS Processing Equipment	Tollway Special Provision for Reclaimed Asphalt Shingles"

Add the following to Article 406.03 of the Standard Specifications.

"For the production of WMA binder and surface course mixes, use equipment and WMA technologies capable of producing an asphalt mixture that is workable at the minimum placement and compaction temperature desired, regardless of storage or haul distance considerations."

Add the following to Article 1030.03 of the Standard Specifications.

"When a mix is produced using an approved warm mix asphalt technology, the asphalt mixing plant shall be modified as required by the additive or process manufacturer to introduce the technology and produce a WMA mixture meeting the volumetric properties specified herein. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, tuning the plant burner and adjusting the flights in order to operate at lower production temperatures and/or reduced tonnage.

All metering devices will meet the current IDOT requirement for liquid or mineral additives. Document the integration of plant controls and interlocks when using WMA additive metering devices."

PLACING

Article 407.06 of the Standard Specifications shall govern the requirements of HMA and WMA Base Course placement except as modified herein:

Add the following to Article 407.06 of the Standard Specifications:

- (d) The top lift thickness shall be 2 ¼ in. for mixture composition IL-19.0 or 3 in. for mixture composition IL-25.0.
- (e) When placing Asphalt Base Course adjacent to an existing pavement, the exposed edge of the existing pavement shall be cleaned of loose material to the satisfaction of the Engineer.

Revise the first and second paragraphs of Article 406.06(b)(1) of the Standard Specifications to read:

"General. HMA and WMA shall be placed on a clean, dry base and when weather conditions are suitable. The HMA leveling binder and HMA binder courses shall be placed only when the temperature in the shade is at least 40°F and the forecast is for rising temperatures. The HMA surface course shall be placed only when the air temperature in the shade is at least 45°F and the forecast is for rising temperatures. The WMA leveling binder and WMA binder courses shall be placed only when the temperature in the shade is at least 32°F and the forecast is for rising temperatures. The WMA surface course shall be placed only when the air temperature in the shade is at least 35°F and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350°F. The WMA shall be delivered on dates when the ambient air temperatures during placement will be at least 50°F and rising within a temperature range as established by the WMA additive / process manufacturer and reported by the Contractor to the Engineer with the WMA mix design submittal. The temperature of WMA shall not exceed the manufacturer's recommended maximum placement temperature when measured immediately behind the paver when the air temperature is 50°F and rising. The WMA shall be delivered at a temperature of 250 to 350°F on dates when the ambient air temperatures during placement will be between the specified minimum temperature and 50°F."

COMPACTION

Article 406.07 of the Standard Specifications shall govern the requirements of HMA and WMA compaction except as modified herein:

Add the following paragraph to Article 406.07 of the Standard Specifications:

- (d) "Compact WMA immediately after spreading and before the WMA mixture temperature falls below the minimum job mix compaction temperature as recommended by the manufacturer of the WMA technology used. Discontinue paving if the Contractor is unable to achieve the specified density before the mixture cools below the minimum recommended WMA job mix design compaction temperature."

BASIS OF PAYMENT

Revise Article 355.11 of the Standard Specifications to read:

"This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT BASE COURSE or WARM-MIX ASPHALT BASE COURSE, of the thickness specified.

TRANSITION APPROACH SLAB

DESCRIPTION

This work shall consist of a cast-in-place reinforced concrete transition approach slab composed of Portland Cement Concrete, constructed on a prepared Subbase in accordance with details shown in the plans.

Except as modified herein, the work performed under this Section will conform to the applicable portions of Sections 420, 503, and 520 of the Standard Specifications.

MATERIALS

All materials shall conform to the requirements of Sections 420, 503, and 520 of the Standard Specifications except as follows:

- a) Concrete shall be Class BS in accordance with Section 1020 of the Standard Specifications.
- b) Reinforcement Bars shall be in accordance with Article 1006.10 of the Standard Specifications.
- c) Expansion anchors, anchor studs, bolts, nuts, and washers shall be in accordance with Article 1006.09 of the Standard Specifications.
- d) Steel plates shall be in accordance with Article 1006.04 Grade 36 of the Standard Specifications.
- e) Dowels shall be in accordance with Article 1006.11 of the Standard Specifications.
- f) Hot-poured, low modulus polymer sealant shall meet the requirements of ASTM D6690.
- g) Steel plates, bolts, nuts and washers shall be hot-dipped galvanized in accordance with ASSHTO M 111.
- h) Bonded Preformed Joint Seal shall be in accordance with Article 1053.02 of the Standard Specifications.
- i) Protective Coat shall be in accordance with Section 1023 of the Standard Specification.
- j) Asphalt Base Course shall be in accordance with Asphalt Base Course (Tollway Recurring).
- k) Subgrade Aggregate shall be in accordance with Subgrade Aggregate, 12 in. (Tollway Recurring)

EQUIPMENT

Equipment shall conform to the applicable requirements of Sections 420, 503, and 520 of the Standard Specifications, except as modified herein in accordance with the construction requirements, and shall be subject to the approval of the Engineer.

CONSTRUCTION REQUIREMENTS

The transition approach slab shall be constructed according to the details shown in the plans. The final finish shall be Type A in accordance with Article 420.09 of the Standard Specifications.

Bonded Preformed Joint Seal shall be installed in accordance with Article 520.06 of the Standard Specifications.

Protective Coat shall be in accordance with Article 420.18 of the Standard Specification.

METHOD OF MEASUREMENT

This work will be measured for payment in place, and the area computed in square yards.

Sealant, backer rod, polyethylene sheeting, bond breaker, drilling and grouting of dowels, dowel bar assemblies, expansion anchors, mechanical couplers, neoprene sheet, anchor studs, steel plates, bonded preformed joint seal, tining, and concrete will not be measured for payment and will be considered included in the cost of TRANSITION APPROACH SLAB.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for TRANSITION APPROACH SLAB.

Protective Coat will be paid for separate at the contract unit price per square yard for PROTECTIVE COAT.

Reinforcement Bars will be paid for separately at the contract unit price per pound for REINFORCEMENT BARS, EPOXY COATED.

Asphalt base course will be paid for separately at the contract unit price per square yard for WARM-MIX-ASPHALT BASE COURSE 3".

Subgrade aggregate will be paid for separately at the contract unit price per cubic yard for SUBGRADE AGGREGATE, 12 IN.

HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE

DESCRIPTION

This special provision shall consist of constructing cast-in-place concrete structures that shall include bridge deck and diaphragm elements of the proposed bridge superstructure, constructed in one continuous operation between bridge abutments or expansion or construction joints specified, with high performance concrete and construction of the cast-in-place wearing surface on Precast Concrete Bridge Approach Slabs at locations shown on the plans. Concrete parapets and railing elements of the superstructure that are not placed monolithically with the deck shall be constructed using standard Class BS concrete. Section 503 of the Standard Specifications shall apply, except as modified herein.

MATERIALS

Replace Article 503.02(a) of the standard specifications the following:

"Portland Cement Concrete for all portions of the structure excluding the bridge deck, diaphragms and cast-in-place wearing surface on Precast Concrete Bridge Approach Slabs shall be in accordance with Section 1020 of the Standard Specifications. High Performance Concrete for bridge deck and diaphragms of the concrete superstructure and cast-in-place wearing surface on Precast Concrete Bridge Approach Slabs shall be in accordance with the Tollway performance related special provision for High Performance Concrete Mix Designs for Concrete Superstructure."

CONSTRUCTION REQUIREMENTS

Add this sentence to the end of the ninth paragraph of Article 503.06 of the Standard Specifications:

"Where stainless steel reinforcement bars are specified, all metal items to remain in the concrete structure, such as tie bars, bolts, anchorages, and metal ties, shall be fabricated with stainless steel."

Add this sentence to the end of the first paragraph of Article 503.06(b) of the Standard Specifications to read:

"Where stainless steel reinforcement bars are specified, all metal tie rods, bolts, anchorages, brackets, and other forming hardware which is incorporated into the bridge deck shall be stainless steel."

Return With Bid

ILLINOIS TOLLWAY

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ Date: _____

GRANULAR SUBBASE (TOLLWAY RECURRING)

Effective: June 19, 2006

DESCRIPTION

This item shall consist of the construction of a compacted subbase of open graded granular material on the prepared subgrade in accordance with the lines, dimensions and cross-sections shown on the Plans or as directed by the Engineer.

MATERIALS

The Materials used for GRANULAR SUBBASE shall consist of coarse aggregate for aggregate subbase in accordance with Article 1004.04 except as follows:

Aggregate for granular subbase shall be crushed stone or crushed gravel of "B" quality or better. The aggregate shall be mixed uniformly, shall be well graded from the maximum to the minimum size between the limits specified and the gradation shall conform to the requirements below.

Sieve Size	Percent Passing
1½ inches (37.5 mm)	100
1 inches (25 mm)	95 ± 5
½ inches (12.5 mm)	75 ± 15
#4 (4.75 mm)	50 ± 20
#16 (1.18 mm)	23.5 ± 16.5
#40 (425 µm)	12.5 ± 12.5
#200 (75 µm)	2 ± 2

EQUIPMENT

Equipment used for spreading and compacting the granular subbase shall conform to Article 1101, shall be adequate to place and compact the material as specified, and shall be subject to the approval of the Engineer.

CONSTRUCTION REQUIREMENTS

The granular material, as deposited on the roadbed shall contain sufficient uniformly distributed moisture to minimize segregation. No granular subbase shall be placed on other materials which contain frost.

The subbase shall be constructed in layers not more than 4 inches in compacted thickness, except that thicker layers may be used when compacted by vibratory methods when the Contractor can consistently obtain the required density to the satisfaction of the Engineer. The granular material shall be deposited directly on the prepared subgrade or on the preceding layer of compacted subbase in a manner approved by the Engineer. The granular material, in place, shall be free of segregation. Blading or other manipulation of the material shall be the minimum required to place and uniformly distribute the material before compaction. Each layer of the material shall be compacted with a vibratory roller, multiple vibratory compactor, pneumatic-tired roller, tandem roller, or combination thereof, to not less than 90% of the maximum dry density as determined by AASHTO T-180, Method C.

Moisture shall be added to the material during compaction when it is necessary to obtain the specified density.

If any subgrade material is mixed into the granular subbase material during the compacting or finishing operations, the subgrade shall be repaired as required by the Engineer and all of the affected granular subbase materials shall be removed and replaced with new material. No construction-related traffic shall be allowed over the completed or partially completed work, and the Contractor shall plan his operation in such a manner as to comply with this requirement. The Engineer may also restrict hauling during or after inclement weather or at any time when the subgrade is soft and there is a tendency for the subgrade material to infiltrate the subbase material.

SURFACE TOLERANCES

The finished surface shall be such that it will not vary more than $\frac{1}{4}$ inch in 10 feet from the Plan profile and cross-section, as determined by a 10-foot straightedge and from a taut stringline drawn between accurately set grade stakes at 50-foot intervals. Deviations shall be corrected by redistributing and recompacting the material at the surface.

METHOD of MEASUREMENT

This work will be measured in place and the volume computed in cubic yards. The width and depth for measurements will be as shown on the plans.

Should the Engineer direct a change in the Plan limits, that volume of material involved in the change shall be measured for adjustment to the calculated quantity. The volumes involved in the change shall be computed in cubic yards from cross-sections taken before and after placement and compaction of the material to the revised limits.

BASIS of PAYMENT

This work will be paid at the Contract unit price per cubic yard for GRANULAR SUBBASE, which payment shall constitute full compensation for furnishing, transporting, placing, compacting and finishing the granular subbase as specified or as directed by the Engineer.

EQUIPMENT

Equipment shall conform to the applicable requirements of Sections 420, 503, 504, and 520 of the Standard Specifications, except as modified herein in accordance with the construction requirements, and shall be subject to the approval of the Engineer.

CONSTRUCTION REQUIREMENTS

The precast bridge concrete approach slab shall be constructed according to the details shown in the plans. Cast-in-place substitution of Precast Concrete Bridge Approach Slabs is not allowed.

The dowel rods shall be drilled and epoxied into the abutment seat in alignment with any preformed holes in the precast slabs. Care shall be taken to drill the holes parallel to the face of the abutment using a drill that minimizes damage to the concrete surface and does not damage the preformed holes.

The dowel rods shall be secured to the abutment and precast concrete bridge approach slab units using a Chemical Adhesive Resin System according to Article 1027.01 of the Standard Specifications. Place adhesive resin in early morning when the ambient air temperature is expected to rise into the afternoon.

The high performance concrete wearing surface shall be placed on top of intentionally roughened surfaces.

Prior to placement of the wearing surface, the top surface of the precast bridge approach slabs shall be clean and free of all foreign material and laitance. If required, blast cleaning may be performed by either wet sandblasting, high pressure waterblasting, steel shot blasting, shrouded dry sandblasting, dry sandblasting with dust collectors, or other methods approved by the Engineer. Oil traps on blast equipment will be required. The method used shall be performed so as to conform to air and water pollution regulations of Illinois and also to conform to applicable safety and health regulations. Any method which does not consistently produce satisfactory work and does not conform to the above requirements shall be discontinued and replaced by an acceptable method. All debris of every type, including dirty water, resulting from the cleaning operation shall be reasonably confined during the performance of the cleaning work and shall be immediately and thoroughly removed from the cleaned surfaces and all other areas where debris may have accumulated.

Prior to placement of the wearing surface, the Engineer will inspect the cleaned surface, all areas still contaminated shall be cleaned again at the Contractor's expense. After the surface preparation has been completed and before placement of the wearing surface, the prepared surface will be tested by the Engineer according to the Illinois Test Procedure 304 "Pull-off Test (Surface Method)". The Contractor shall provide the test equipment.

- a. **Start-up Testing.** Prior to the first wearing surface placement, the Engineer will evaluate the blast cleaning method. The start-up area shall be a minimum of 600 sq. ft. (56 sq. m). After the area has been prepared, six random test locations will be determined by the Engineer, and tested according to the Illinois Test Procedure 304 "Pull-off Test (Surface Method)". The average of the six tests shall be a minimum of 175 psi (1,207 kPa) and each individual

test shall have a minimum strength of 160 psi (1,103 kPa). If the criteria are not met, the Contractor shall adjust the blast cleaning method. Start-up testing will be repeated until satisfactory results are attained. Once an acceptable surface preparation method is established, it shall be continued for the balance of the work. The Contractor may, with the permission of the Engineer, change the surface preparation method, in which case, additional start-up testing will be required.

- b. Lot Testing. After start-up testing has been completed, the following testing frequency will be used. For each structure, each stage will be divided into lots of not more than 4500 sq. ft. (420 sq. m). Three random test locations will be determined by the Engineer for each lot, and tested according to the Illinois Test procedure 304 "Pull-off Test (Surface Method)". The average of the three tests shall be a minimum of 175 psi (1,207 kPa) and each individual test shall have a minimum strength of 160 psi (1,103 kPa). In the case of a failing individual test or a failing average of three tests, the Engineer will determine the area that requires additional surface preparation by the Contractor. Additional test locations will be determined by the Engineer.

The wearing surface placement shall be according to Article 503.16 of the Standard Specifications. Dry sandblast cleaned areas to receive the wearing surface shall be either thoroughly or continuously wetted with water at least one hour before placement of the concrete wearing surface is started. When the surface is pre-wetted any accumulations of water shall be dispersed or removed prior to placement of the wearing surface.

Plans for anchoring support rails and the mixture-placing procedure shall be submitted to the Engineer for approval.

METHOD OF MEASUREMENT

This work will be measured for payment in square feet of slab delivered and placed, and accepted in accordance with the Contract.

Sealant, expanded polystyrene, drilling and grouting of dowels, stainless steel dowel rods at abutments, dowel bar assemblies, bar splicer assemblies, mechanical couplers, fabric bearing pads, fabric adjusting shims, concrete, and epoxy coated reinforcement bars in the precast units will not be measured for payment and will be considered included in the cost of PRECAST CONCRETE BRIDGE APPROACH SLABS.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square foot for PRECAST CONCRETE BRIDGE APPROACH SLABS.

High Performance Reinforced concrete wearing surface, Protective Coat, Bridge Deck Grooving, and concrete and reinforcement bars in concrete barrier will not be included in this item and will be paid for separately.

HIGH TENSION CABLE MEDIAN BARRIER

DESCRIPTION

This work consists of furnishing all labor, materials, equipment, and performing all operations in connection with the installation of a complete and operational High Tension Cable Median Barrier system as shown in the Plans and/or directed by the Engineer.

The High Tension Cable Median Barrier shall conform to the individual manufacturer's specifications and shall be installed according to the manufacturer's instructions. The High Tension Cable Median Barrier shall be capable of roadside, median mounting meeting NCHRP 350 test level 3 conditions (TL3). The manufacturer shall provide an FHWA Letter of Acceptance prior to approval. In consideration of the Tollway's existing systems, the approved manufacturer shall be limited to Gibraltar.

The Contractor shall submit a Proposal including plan and details for installation of high tension cable median barrier system based on manufacturer's recommended design practice. The Proposal shall be approved by the Tollway prior to commencement of work.

At no cost to the Illinois Tollway, deliver 150 each Line Posts, 15 Each End Terminal units, and 15 each Field Splice Kits to the Maintenance Section designated in the contract for future maintenance of the system. Any costs associated with manufacturer's on-site field representative shall be considered incidental to the contract. Site restoration work shall be included in this item.

Concrete

All concrete used in the installation of the Cable Median Barrier shall be Class SI concrete meeting all requirements of the Section 1020 of the Standard Specifications.

Delineation

The adhesive reflector marker shall be flexible reflective sheeting, direct applied, fabricated of a high performance reflective sheeting meeting the minimum reflective values for incidence angles of -4 and +30 degrees for Type A sheeting as set forth in Table 1091-2 of the Standard Specifications or the requirements for Type AP sheeting contained herein. The sheeting shall be manufactured by either 3M, Stimsonsite, Reflexite, or an approved equivalent. The Contractor shall furnish written documentation from the sheeting manufacturer that the sheeting is approved as being compatible for use as a permanent reflector face. The sheeting shall adhere securely to the steel posts at temperatures of -30 °F to +160 °F and shall not crack when struck at -10 °F.

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-13-4607
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: May 14, 2014

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 A.M. local time, June 3, 2014.

NOTICE OF REVISIONS TO CONTRACT

NOTES:

1. The following revised Schedule of Prices pages are included with this Addendum: P-14R, P-20R and P-27R.
2. The following revised Special Provision pages are included with this Addendum: J-10R, J-26R and J-373R.
3. The following revised Contract Drawings are included with this Addendum:
Volume 2 – Drawings 332, 438, 444, 445 and 502.
Volume 3 – Drawings 686 and 734.
4. The following revised Contract Drawings will be issued to the successful Bidder:
Volume 1 – Drawings 14, 16 and 18.
Volume 3 – Drawings 662 and 679.
5. The minutes for the Optional Pre-Bid Meeting held on May 13, 2014 are included with this Addendum.

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 of Measure	Original Quantity	Change	New Quantity
	81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,495	125	9,620
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,375	-240	1,135
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	4,125	-720	3,405
*	Z0073002	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	76	226	302
**	JS813094	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	6	1	7

- * Indicates Special Provision
- ** Indicates Tollway Supplemental Specifications
- *** Indicates IDOT Recurring Special Provision
- BDE Indicates IDOT BDE Special Provision
- GBSP Indicates IDOT Guide Bridge Special Provision
- D1 Indicates IDOT District 1 Special Provision

Change No. 1

Contract Requirements, Volume I, replace pages P-14, P-20 and P-27, with pages P-14R, P-20R and P-27R (attached).

This change contains the following revision:

- 1.1 The quantity of items has been revised as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change No. 2

Contract Requirements, Volume II, replace page J-10 with J-10R (attached).

This change contains the following revision:

- 2.1 S.P. 103.3 -Revised description from "This work includes the completed Stage 1 median pier construction for bridge B-31 (SN 1629) and bridge B-26 (SN 1626), median storm sewer installation/relocation work and the completed construction of the permanent median barrier

wall." to "This work includes the Stage I median pier construction for bridge B-31 (SN 1629) and bridge B-26 (SN 1626), I-290 median storm sewer installation/relocation work and the construction of the permanent I-290 median barrier wall" and changed station limits from "(near I-290 centerline Sta 943+00 and Sta 840+00)" to "(near I-290 centerline Sta 354+18 and Sta 393+18)".

Change No. 3

Contract Requirements, Volume II, replace page J-26 with J-26R (attached).

This change contains the following revision:

3.1 Revised Pay Item Number from "X7011215" to "X7011015".

Change No. 4

Contract Requirements, Volume II, replace page J-373 with J-373R (attached).

This change contains the following revision:

4.1 Pay Item name revised from "TEMPORARY INFORMATION SIGNING (TOLLWAY)" to "TEMPORARY INFORMATION SIGNING".

CHANGES TO THE CONTRACT PLANS

Change No. 5

Contract Plans, Volume I, Drawing No. 14, 16 and 18.
Summary of Quantities

This change contains the following revision:

5.1 The quantity of items has been revised as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.

The revised Drawings will be issued to the successful bidder.

Change No. 6

Contract Plans, Volume II, Drawing No. 332 (attached).
Roadway Plan

This change contains the following revision:

6.1 "Paved shoulder removal (44004250)" call out has been added to the drawing.

Change No. 7

Contract Plans, Volume II, Drawing 438 (attached).
Drainage Details Detention Basin and Furrow

This change contains the following revision:

7.1 Pay Item name revised from "GEOTECHNICAL FABRIC (JT210100)" to "GEOTECHNICAL FABRIC, SPECIAL (JI210100)" in porous granular backfill table.

Change No. 8

Contract Plans, Volume II, Drawing No. 444 (attached).
General Plan & Elevation I-290 over Devon Ave. Tributary Sta. 384+64.32

This change contains the following revisions:

- 8.1 Pay Item call out revised from "Temporary Sheet Piling" to "Temporary Soil Retention System"
- 8.2 Pay Item "Temporary Sheet Piling (Z0026407)" revised to "Temporary Soil Retention System (Z0073002)" and quantity revised from 779 to 226 in "Total Bill of Material" table.

Change No. 9

Contract Plans, Volume II, Drawing No. 445 (attached).
General Plan & Elevation I-290 over Devon Ave. Tributary Sta. 384+64.32

This change contains the following revision:

- 9.1 Drawing revised to replace "Temporary Sheet Piling" with "Temporary Soil Retention System"

Change No. 10

Contract Plans, Volume II, Drawing No. 502 (attached).
Grading Plan

This change contains the following revision:

- 10.1 Grading has been revised west of Ramp G1/G2 gore.

Change No. 11

Contract Plans, Volume III, Drawing No. 662
Tollway General Electrical Notes, Symbol List and Bill of Materials

This change contains the following revision:

- 11.1 "Tollway Bill of Materials" table has been revised to reflect quantity change for pay item JS813094 JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8" as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.

The revised Drawing will be issued to the successful bidder.

Change No. 12

Contract Plans, Volume III, Drawing No. 679
I.D.O.T. General Electrical Notes, Symbol List and Bill of Materials

This change contains the following revisions:

- 12.1 "I.D.O.T. Bill of Materials" table has been revised to reflect quantity changes for the following pay items - 81603081 UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE; 81702140 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4; 81702150 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2 as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.

The revised Drawing will be issued to the successful bidder.

Change No. 13

Contract Plans, Volume III, Drawing Nos. 686 (attached)
IDOT Roadway Lighting Plans

This change contains the following revision:

- 13.1 Revised to show underground conduit previously installed by others.

Change No. 14

**Contract Plans, Volume III, Drawing Nos. 734 (attached)
Temporary Lighting MOT**

This change contains the following revision:

14.1 Revised to show underground conduits previously installed by others.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
---	78201000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
•	78300100	PAVEMENT MARKING REMOVAL	SQ FT	271,035		
•	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1,007		
	80400100	ELECTRIC SERVICE INSTALLATION	EACH	4		
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,878		
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	420		
	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103		
	81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,787		
	81100805	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	80		
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,082		
	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	36		
	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	18		
	81400200	HEAVY-DUTY HANDHOLE	EACH	15		
	81603081	UNIT DUCT, 600V, 3-1/C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,820		
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	8,883		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,135		
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,405		
	81702415	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,880		
	81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	180		
	81702480	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-1/C NO. 10	FOOT	161		

Contract No. I-13-4607
Addendum No.1

P-14R

MAY 14, 2014

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	Z0004692	APPROACH SLAB REMOVAL	SQ YD	917		
*	Z0006306	BOX CULVERTS TO BE CLEANED	FOOT	234		
*	Z0016600	DRAINAGE STRUCTURES TO BE CLEANED	EACH	5		
*	Z0026400	FURNISHING AND PLACING SAND FILL	CU YD	1,404		
D1	Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	21		
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	26		
GB8P	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	626		
D1	Z0062466	TEMPORARY PAVEMENT	SQ YD	17,960		
*	Z0067700	STEEL CASINGS 20"	FOOT	62		
*	Z0073002	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	302		
D1	Z0073610	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	4		
*	J210100	GEOTECHNICAL FABRIC, SPECIAL	SQ YD	63,002		
*	J211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	93,746		
*	J213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	160		
*	J213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	160		
*	J251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	350,406		
*	J312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	63,621		
*	J365098	WARM-MIX ASPHALT BASE COURSE, 3"	SQ YD	2,917		
*	J420006	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	3,292		
*	J420006	PORTLAND CEMENT CONCRETE PAVEMENT 10.5" (JOINTED)	SQ YD	64,152		

Contract No. I-13-4607
Addendum No.1

P-20R

MAY 14, 2014

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
--	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA, PVC	FOOT	3,300		
--	JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11		
--	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	22		
--	JS813063	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8		
--	JS813063	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 16" X 6"	EACH	4		
--	JS813004	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 6"	EACH	7		
--	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	36		
--	JS816012	UNIT DUCT, WITH 2-1/2 NO. 4 AND 1/2 NO. 6 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	1,756		
--	JS816078	UNIT DUCT, WITH 4-1/2 NO. 4 AND 1/2 NO. 6 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,714		
--	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	5,106		
--	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,248		
--	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	12,992		
--	JS817218	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	610		
-	JS821008	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27		
--	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111		
--	JS821110	UNDERPASS LUMINAIRE, LED	EACH	22		
--	JS825004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1		
--	JS828001	LIGHTING CONTROLLER FOUNDATION, TYPE A	EACH	1		
--	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 60 FT., 16 FT. MAST ARM	EACH	91		
--	JS830006	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 60 FT., 12 FT. MAST ARM	EACH	6		

TOLLWAY STANDARDS	
STANDARD	TITLE
SECTION K - TEMPORARY EROSION CONTROL	
K1-04	TEMPORARY EROSION AND SEDIMENT CONTROLS

S.P. 103 CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES

S.P. 103.1 CONTRACT COMPLETION DATE

The Contractor shall complete all work under this Agreement for the performance of Contract I-13-4607 on or before 11:59 p.m. on December 14, 2016 and as specified in Article 108.05 of the Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all permanent roadway and ramp work, shoulder work, bridge work, retaining walls, pavement markings, signing, lighting, guardrail and roadway barriers, and establishment of traffic lanes to the proposed lane configuration as shown in the plans under this Agreement for the performance of Contract I-13-4607 on or before 11:59 p.m. on November 14, 2016.

S.P. 103.3 INTERIM COMPLETION DATE

The Contractor shall complete the associated work for Construction Stage 1 along the I-290 median. This work includes the Stage 1 median pier construction for bridge B-31 (SN 1629) and bridge B-26 (SN 1626), I-290 median storm sewer installation/relocation work and the construction of the permanent I-290 median barrier wall. The Contractor shall complete culvert pipe jacking operations underneath Thorndale Avenue and existing ramp L (near Elgin O'Hare Expressway centerline Sta 987+00 and Sta 994+50), and conduit boring operations underneath I-290 (near I-290 centerline Sta 354+18 and Sta 393+18) for temporary Fiber Optic Cable (FOC) infrastructure at locations as shown on the ITS plans. All work to be completed and temporary traffic control removed along I-290 on or before 11:59pm on November 21, 2014.

S.P. 103.4 INTERIM COMPLETION DATE

The Contractor shall complete the installation of the temporary Eastbound and Westbound Fiber Optic Cable (FOC) infrastructure including fiber conduit and power conduit placement and handhole construction between Fohlwing Road and I-290 as shown on the ITS plans. All work to be completed on or before 11:59pm on April 1, 2015.

<u>PAY ITEM NUMBER</u>	<u>DESIGNATION</u>	<u>INCIDENTAL WORK</u>
X7011015	TRAFFIC CONTROL AND PROTECTION, (EXPRESSWAYS)	Unforeseen Repairs, Backfilling or Covering Open Trenches at the End of Each Work Day, Relocating and Removing Access Points, Maintain
J1420XXX	PORTLAND CEMENT CONCRETE PAVEMENT	Tie bars and dowel bars
JS280XXX	ALL EROSION CONTROL ITEMS	Temporary Removal and Replacement for Construction

S.P. 111 EROSION AND SEDIMENT CONTROL

The Tollway, in order to comply with various environmental regulations, has included Bid Items from Section 280, which implement such compliance. The Contractor shall make his/her employees and subcontractors aware that the Tollway will strictly enforce these requirements.

The National Pollutant Discharge Elimination System (NPDES) program of the Federal Clean Water Act imposes erosion and sediment control requirements on construction projects that involve a land disturbance of one (1) acre or more. The procedures in this section are applicable to all Tollway projects that fall into these parameters.

Erosion and sediment control must be provided on all projects which will expose areas of soil or other material to potential displacement by precipitation and/or wind events such that sediment and other pollutants could adversely affect operations on the highway or associated rights-of-way, could be introduced into receiving waters, or could affect adjacent properties, sensitive environmental resources, or other resources which the Tollway has committed to protect from pollutant impacts. The nature and extent of the control measures should be appropriate to address the specific conditions involved and the measures must be properly maintained to ensure continued effective operation.

Projects which involve no roadway reconstruction, clearing and grubbing, excavation, stockpiling of soil and aggregates, borrow, or construction of embankment normally will not require erosion and sediment control measures. Projects that involve only isolated excavation normally will not require erosion and sediment control measures. The following are examples of actions which normally will not require erosion and sediment control measures:

- Installation of lighting, signing, traffic signals or guardrail;
- weed spraying;
- pavement marking;

TEMPORARY INFORMATION SIGNING

DESCRIPTION

This work shall consist of furnishing, fabricating, installing, maintaining, and relocating signs for various stages of construction and eventually removing temporary informational signs - ground mount and/or overhead mount.

Ground mount signs shall include ground mount signs, skid mount signs and overlay sign panels which cover portions of existing ground mount signs.

Overhead mount signs shall include truss mount signs, bridge mount signs and overlay sign panels which cover portions of existing overhead signs.

MATERIALS

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch thick plywood.

Note 2. Type A sheeting may be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation: The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of the following Articles and Publications:

- Article 701.14 and 720.04 of the Standard Specifications.

Ground mount signs shall be 7 feet above the near edge of the pavement and shall be a minimum of 2 feet beyond the edge of the paved shoulder. A minimum of 2 posts shall be used.

Overhead mount signs to be installed to vertical clearance requirements in conformance with Article 5.4.1 of the Tollway's Structure Design Manual.



Capital Program

MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date | time 5/13/2014 10:00 AM | Meeting location
Conference Room 207

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Manar Nashif

Project No.: I-13-4607

To: Distribution and all Attendees (See Sign-In Sheet)

Names See Sign In Sheet	Initials	Title [Title]	Organization [Organization]	Email Address [Email]
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PREPARED BY: Manar Nashif

ISSUE DATE: 5/14/14

Meeting called to order at 10:05 a.m.

Item No.	Item Description	Responsibility	Due Date
1.0	<p>Introduction: The meeting attendees introduced themselves. Manar Nashif (MN) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-13-4607 - Roadway and Bridge Construction Elgin O'Hare Expressway at I-290 Interchange.</p> <p>MN noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. The addendum will include other items which will be discussed. He also noted that questions asked in the meeting will be answered in the meeting and/or via the minutes.</p>	N/A	N/A
2.0	<p>Scope of Work: MN referred the meeting attendees to Special Provision (S.P.) 101 and the A-1 page of the Contract Requirements for the contract for a detailed description of the scope of work. MN described the scope of work for the project, reading from the A-1 page of the Contract Requirements.</p> <p>The contract involves construction of roadways and associated elements that will be under the jurisdiction of IDOT and of the Tollway upon completion of construction which have been designed in accordance with respective agency design criteria.</p>	N/A	N/A



Capital Program

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Meeting date | time 5/13/2014 10:00 AM | Meeting location
Conference Room 207

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Manar Nashif

Project No.: I-13-4607

Item No.	Item Description	Responsibility	Due Date
3.0	<p>Typical Sections – Tollway Mainline. MN described the roadway typical sections. The Tollway mainline typical section consists of 10.5" jointed Portland Cement Concrete Pavement, 3" Warm Mix Asphalt (WMA) Stabilized Subbase and 9" Subgrade Aggregate. A 9" WMA inside shoulder and 6" WMA outside shoulder are proposed along with 4" Aggregate Shoulders as specified. Special provisions for "PORTLAND CEMENT CONCRETE PAVEMENT" and "ASPHALT SHOULDERS" have been included to describe work and requirements for pavement and shoulder construction. A High Tension Cable median barrier is proposed between the Eastbound and Westbound IL 390 pavements. Where required, gutter is proposed. The "GUTTER, TYPE O" special provision has been included for the gutter construction.</p>	N/A	N/A
4.0	<p>Typical Sections – I-290 Typical Sections. MN indicated that the pavement type varies along I-290; the pavement was reconstructed by IDOT in the late 90s near Thorndale Avenue extending north.</p> <p>MN described the proposed Eastbound I-290 ramp pavement widening/reconstruction at the entrance from proposed westbound IL 390 (similar for Westbound I-290). The pavement section consists of 1.5" Polymerized HMA Surface Course, 3" Polymerized Binder Course, 9" Continuously Reinforced Concrete Pavement, 4.5" HMA Stabilized Subbase and 12" Aggregate Subgrade Improvement. Full depth 12 ¼" HMA shoulders and Aggregate Shoulders, Type B, 10" are proposed.</p> <p>MN described the proposed Eastbound I-290 ramp pavement widening/reconstruction at the exit to proposed IL 390 (similar for Westbound I-290). The pavement section consists of 14" Continuously Reinforced Concrete Pavement, 6" HMA Binder Course, 4.5" HMA Stabilized Subbase and a 21" Aggregate Subgrade Improvement. The shoulder section proposed consists of 14" PCC Shoulder with 10" Aggregate Shoulders, Type B.</p>	N/A	N/A
5.0	<p>Typical Sections – Ramp Pavements. MN described the</p>	N/A	N/A



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Project No.: I-13-4607

Item No.	Item Description	Responsibility	Due Date
	IDOT and Tollway Ramp pavement typical sections. The IDOT ramps (ramps exiting I-290) to be reconstructed as part of the contract are proposed to consist of 10" Jointed Portland Cement Concrete, 4.5" HMA Stabilized Subbase and a 12" Aggregate Subgrade Improvement. The shoulders consist of 10" PCC shoulders and 10" Aggregate Shoulders, Type B. The Tollway ramps (ramps exiting IL 390) to be constructed/reconstructed as part of the contract fall into two categories. The ramps at the I-290 interchange consist of 10.5" Jointed PCC Pavement, 3" WMA Stabilized Subbase and a 9" Subgrade Aggregate with 6" WMA and Aggregate shoulders of the types specified. The ramps at the IL 53 (Rohwing Road) interchange are proposed with a similar typical section, however the jointed PCC pavement is 10" as opposed to 10.5".		
6.0	Typical Sections - Mixture Requirements Table. MN noted that a mixture requirements table has been included in the Contract Plans that provides the requirements for IDOT and Tollway pavements. Tollway Special Provisions for RAP and RAS have been included in the contract.	N/A	N/A
7.0	Typical Sections - Earthwork. MN noted that Topsoil Excavation and Placement has been proposed for all areas regardless of jurisdiction. An 8" placement depth has been proposed. Bidders were also referred to the special provision for "EMBANKMENT" which has been included in the contract. The special provision specifies requirements for Zone A and Zone B embankments. Pay items for Earth Excavation and Furnished Excavation are applicable to the work described in the "EMBANKMENT" special provisions.	N/A	N/A
8.0	Structures. The Design Section Engineer, CH2M Hill, presented a summary of the proposed structural work included in the contract. The Ramp K1 (EB IL 390 Entrance Ramp) over Ramp G3 (EB IL 390 CD Road/Ramp to I-290) bridge and Ramp K2 (WB IL 390 Exit Ramp) over Ramps G2/G5 (I-290 ramps to WB IL 390) bridge decks are proposed to be constructed of High Performance Concrete and with epoxy coated reinforcement. Tollway approach slabs are proposed consisting of a 30' main approach slab and 70' transition	N/A	N/A



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	<p>approach slab. Special provisions for "BRIDGE APPROACH SLAB" and "TRANSITION APPROACH SLAB" are included in the contract requirements and are applicable to the work.</p> <p>Bridges over I-290, EB/WB IL 390 and EB Ramp G3 (EB IL 390 to WB I-290), bridge decks and diaphragms are proposed to be constructed with High Performance Concrete and Stainless Steel Reinforcement. Reference was made to the Tollway special provisions for "HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE" and "REINFORCEMENT (TOLLWAY)". Precast approach slabs with High Performance Concrete cast in place topping/overlay is proposed for the bridges. Cast in place substitution of the approach slabs is not allowed. The Precast approach slabs proposed for the bridges are of varying lengths and consist of a main approach slab and transition approach slab.</p>		
9.0	<p>Structures. MN called attention to the "STEEL STRUCTURES" special provision. As specified and included in the contract are pay items for "Furnishing and Erecting Structural Steel" for each structure to which the item is applicable. For center pier construction on I-290, braced excavation is proposed. A special provision for "BRACED EXCAVATION (GBSP)" and associated pay item has been included in the contract. In addition, a special provision for "TEMPORARY SOIL RETENTION SYSTEM" and pay item have been included in the contract for work as shown on the plans.</p>	N/A	N/A
10.0	<p>Retaining Walls. Retaining walls are proposed in proximity to the IL 53 (Rohlfing Road) ramp bridges. MN noted that the retaining wall proposed along both sides of Ramp K2 is paid as 1 wall as it is a continuous wall wrapping in front of the abutment for the ramp bridge. A retaining wall is also proposed along Ramp G8 (WB IL 390 exit ramp to WB I-290). Special provisions for "PERFORMANCE BASED RETAINING WALLS (TOLLWAY)", "FORM LINER LIMESTONE SURFACE AND FORM LINER MOCKUP (TOLLWAY RECURRING)" have been included in the contract. There</p>	N/A	N/A



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is also removal and disposal of unsuitable materials for structures required as shown on the plans. For embankment proposed under retaining walls, the requirements as described in the "EMBANKMENT UNDER STRUCTURES" special provision shall apply. A special provision has also been included for "ARCHITECTURAL FORMLINER LEAF" has been included in the contract and is applicable for work associated with the leaf form liner at locations specified on the plans.

11.0	Maintenance of Traffic. The DSE provided an overview of the proposed construction staging and associated traffic control.	N/A	N/A
12.0	Project Schedule. MN provided summary of key milestones as specified in the contract requirements consisting of the following:	N/A	N/A

- Bid Opening Date - 6/3/2014.
- Contract Completion Date (S.P. 103.1) - 12/14/2016.
- Substantial Completion Date (S.P. 103.2) - 11/14/2016. All work is to be complete and traffic is to be placed in the final proposed traffic configuration such that permanent lane and shoulder closures are no longer required.

There are six interim completion dates consisting of the following:

- S.P. 103.3 for completion of work as specified and required for implementing the I-290 winter configuration on I-290 (ie. No permanent lane closures, shoulder closures, lane shifts or narrow lanes are allowed between this date and April 1 in any calendar year).
- S.P. 103.4 for completing work as specified including temporary fiber conduit installation.
- S.P. 103.5 for completing work as specified to allow for opening newly constructed ramps carrying traffic from I-290 to WB IL 390 and carrying traffic from EB IL 390 to I-290 as



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	<p>specified in the contract documents.</p> <ul style="list-style-type: none"> S.P. 103.6 for completing work as specified and including completion of Stage 2A work and implementation of the Stage 2B traffic configuration. The associated work includes completion of construction of portions of the I-290 system ramps and staging of traffic onto those completed portions to allow for subsequent ramp construction. S.P. 103.7 for completing work as specified and including Stage 2B work on Ramp G3 (EB IL 390 to WB I-290) and on Ramp G7 (WB IL 390 to EB I-290) and implementation of the Stage 2C traffic configuration. The associated work includes completion of bridge work for WB IL 390 over I-290 and EB IL 390 to WB I-290 Ramp (Ramp G3) over I-290 bridge work. S.P. 103.8 for completing work as specified and including implementation of the Stage 2D traffic configuration which includes removal of temporary traffic control so as to comply with winter period traffic control restrictions noted above. 		
13.0	<p>Lighting. MN indicates that the majority of lighting to be installed under the contract consists of that proposed along proposed Tollway ramps and mainline (IL 390) roadways. Such lighting is proposed as LED lighting including the proposed underpass lighting. IDOT lighting is proposed on IDOT roadways as shown on the plans and is High Pressure Sodium lighting. Temporary lighting is proposed and plans have been included showing temporary lighting that is required for each stage of construction.</p>	N/A	N/A
14.0	<p>ITS. ITS work is proposed and plans have been included for the work. The ITS work proposed includes temporary ITS Communications conduits, permanent electrical conduits (3 conduit package) and permanent communications conduits (6 conduit package). Electrical Handholes and Communications Handholes are proposed. A Special Provision has been included for "HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE". There are</p>	N/A	N/A



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15.0	<p>separate pay items for the type "A" and "B" handholes. Electrical handholes are measured and paid as "HEAVY-DUTY HANDHOLE".</p> <p>IDOT/Tollway Specifications: MN noted that the contract has been designed and will be constructed in accordance with the following documents:</p> <ul style="list-style-type: none"> • IDOT Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012 • IDOT Supplemental Specifications and Recurring Special Provisions, Adopted Jan. 1, 2014 • Tollway Supplemental Specifications to the IDOT Standard Specifications, Issued March, 2014 	N/A	N/A
16.0	<p>Utility Relocation: MN indicated that there is no utility relocation work that is planned to be performed by others in conjunction with the proposed improvements.</p>	N/A	N/A
17.0	<p>S.P. 106.1 Coordination with the Illinois Department of Transportation: MN indicated that a Highway Permit from IDOT is required in order to access IDOT right of way for purposes of performing the work. MN referenced page J-14 of the Contract Requirements.</p>	N/A	N/A
18.0	<p>S.P. 106.2, S.P. 106.3 and S.P. 106.7 Coordination with the Village of Itasca, with DuPage County and with Emergency Service Providers: MN referred the meeting attendees to S.P. 106.2 and 106.3. The Contractor is required to contact the Village 14 days prior to commencement of work.</p> <p>The Contractor is required to secure a permit and provide a bond to DuPage County for access to the DuPage County right of way for purposes of performing the contract work.</p> <p>Similarly, as described in S.P. 106.7, the Contractor is required to coordinate with emergency service providers.</p>	N/A	N/A
19.0	<p>S.P. 106.6 Coordination with Permitting Agencies: MN referred the meeting attendees to S.P. 106.6. A USACOE Section 404/IEPA Section 401 permit and IEPA permit for</p>	N/A	N/A



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	watermain construction are anticipated to be secured prior to Construction Notice to Proceed.		
20.0	S.P. 106.5 Coordination with WBBM Radio: MN referred the meeting attendees to S.P. 106.5. The project is located proximate to the WBBM Transmission Tower. Coordination and consultation with WBBM's representative is required prior to construction as described in S.P. 106.5. A special provision for "Radio Frequency Safety Training and Allowance for Precautionary Measures: Workzone Safety In the Vicinity of the WBBM AM Radio Antenna" has been included in the Contract Requirements that further describes the work. In addition, a budgetary allowance has been included in the contract for the work.	N/A	N/A
21.0	S.P. 118 Right of Way: MN referred the meeting attendees to S.P. 118. Right of way acquisition is required by the Tollway in conjunction with the contract. The parcels of right of way required for the contract are listed in S.P. 118. Access to proposed right of way prior to the dates listed will not be allowed.	N/A	N/A
22.0	S.P. 119 Available Geotechnical Information: MN indicated that the Roadway Geotechnical Reports and Structure Geotechnical Reports listed in S.P. 119 have been made available via the online plan room.	N/A	N/A
23.0	Steel and Iron Products: MN referred the meeting attendees to the "Steel and Iron Products" special provision which provides requirements for domestic production of steel and iron products.	N/A	N/A
24.0	Temporary Vehicle Detection System: A temporary vehicle detection system is required to be installed prior to performing any underground work. A special provision describing the work has been included in the Volume II of the Contract Requirements. The system consists of roadside detectors incorporating Bluetooth technology along with a wireless data collection system and will interface with the IDOT Traffic Systems Center to provide	N/A	N/A



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travel time data. 4 pay items included to address the work:

- Roadside Detector
- Service Provider
- ATMS Interface and Integration
- Temporary Detection System Monthly Maintenance

25.0	<p>Maintenance of Traffic: MN indicated that the Elgin O'Hare Expressway will be under IDOT jurisdiction during construction and I-290 is and will remain under IDOT jurisdiction. Thorndale Avenue, east of Park Blvd. is under jurisdiction of DuPage County Division of Transportation. As such, maintenance of traffic for the contract will be required to be in compliance with Section 701 of the IDOT Standard Specification and Supplemental Specifications along with IDOT special provisions which have been included in the Contract Requirements. IDOT special provisions have been included in the contract pertaining to traffic control and protection. MN referred the meeting attendees to the following special provisions:</p> <ul style="list-style-type: none"> • "Keeping the Expressways Open to Traffic", • "Traffic Control and Protection (Expressways)", • "Traffic Control Surveillance (Expressways)", • "Keeping Arterial Roadways Open to Traffic" and • "Work Zone Traffic Control and Protection" <p>As described in the contract special provisions:</p> <ul style="list-style-type: none"> • Narrow lanes, lane shifts and permanent lane/shoulder closures not allowed on I-290 between December 1 and March 31. • Full freeway closures not allowed between November 26, 2014 and January 2, 2015 and between November 24, 2015 and January 2, 2106. <p>Certain Tollway procedures for coordination and administration will be applicable as required and described in the "Work Zone Traffic Control and Protection" special provision.</p>	N/A	N/A
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	Coordination is required between the Contract I-13-4607 contractor and the contractors for I-13-4600, I-13-4601, I-13-4606, I-13-4608, I-13-4628 and I-13-4629 as described in S.P. 106.4. Specific requirements for coordination and completion of work have been described in the contract documents.		
26.0	Cost Adjustments: MN referred the meeting attendees to the "Bituminous Materials Cost Adjustments", "Steel Cost Adjustments" and "Fuel Cost Adjustment" special provisions included in Volume II of the Contract Requirements. A completed form is required to be submitted with the bid for each adjustment in order to make the special provision a part of the executed contract.	N/A	N/A
27.0	Seed Mixes/Landscaping: MN indicated that proposed landscaping under the contract includes seeding, tree plantings, shrub plantings, sodding and bioswale plugs. MN referred the meeting attendees to the "Seeding, Class 2E Salt Tolerant Roadside Mix (Modified)" special provision requirements. MN referred the meeting attendees to the "Seeding, Class 4F Native Grass, Low Profile Mix (Modified)" special provision requirements.	N/A	N/A
28.0	Signing/Pavement Marking: MN indicated that pavement marking on IDOT roadways follows IDOT design criteria and that pavement marking on Tollway roadways follow Tollway criteria. IDOT District Details have been included in the Contract Plans and are applicable to IDOT roadways only.	N/A	N/A
29.0	Contract Requirements/Bidding: MN noted the DBE Goal percentage listed in Volume I of the Contract Requirements. See Volume I of the Contract Requirements. MN also called attention to the Instructions to Bidders in Volume I of the Contract Requirements. Each item of the Instructions to Bidders pages is important and must be read	N/A	N/A



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30.0	<p>carefully by the bidders. <u>Item 22 – State Board of Elections Registration Public Act 95-971 and Item 32 – Responsible Bidder Affidavit</u> were referenced specifically.</p> <p>Addendum: MN indicated that there is an addendum planned to be issued. The addendum is anticipated to be issued later this week and includes the following items:</p> <ul style="list-style-type: none"> • Minutes to the Optional Pre-Bid Meeting. • Addition of temporary soil retention system to I-290 over Devon Avenue Tributary culvert plans. • Minor lighting revisions. • Drainage Detail revision for Bioswales. 	Manar Nashif	5/16/2014
31.0	<p>Written Questions Received to Date: The following written questions have been received to date:</p> <p>Question #1: Drawings 444 and 445 show "Temporary Sheet Piling" with an associated engineer's quantity of 779 SQ FT. No pay item has been included in the bid documents for this work. Please clarify.</p> <p>Answer #1: The work will be measured and paid using the "Temporary Soil Retention System" pay item.</p> <p>Question #2: Item 48300820 Portland Cement Concrete Shoulders 14" has a Unit of "Knight". I am assuming this should be SQ YD?</p> <p>Answer #2: "SQ YD" is the correct unit of measurement. This has been updated in Addendum No. 1"</p> <p>Question #3: Please clarify the work for Geo-Technical Fabric Special 63,0002 SYS Pay Item JI210100 and Geo-Textile fabric 2527SYS class C Pay item JS280190.</p> <p>Answer #3: Geotechnical Fabric (Special) - Pay Item JI210100 - 63,002 SQ YD is proposed in conjunction with construction of the proposed Bioswales, Detention Pond, Spillways and Rip Rap Pad. Refer to Special Provision for "GEOTECHNICAL FABRIC, SPECIAL". Geotextile</p>	Manar Nashif	5/16/2014



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Fabric, Class C - Pay Item JS280190 - 2,527 SQ YD is used for Erosion Control. Refer to Section 1080 of the Tollway Supplemental Specifications.

Question #4: 1) In regard to pay items 73800100 STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - SPAN, and 73800200 STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - CANTILEVER. Please clarify the scope that will be paid under these pay items.

Answer #4: Pay items 73800100 and 73800200 are not required. These were inadvertently added to the list of quantities and will be removed from the plans via Addendum.

32.0	Questions Received in the Meeting: The following questions were asked during the meeting:	Manar Nashif	5/16/2014
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Question #1: S.P. 111 indicates that "Temporary Removal and Replacement for Construction" is incidental to the various Erosion Control Items. Please confirm what the incidental work consists of.

Answer #1: "Temporary Removal and Replacement for Construction" is removal and replacement of various erosion control items during construction as a result of the Contractor's operations which are based upon the Contractor's means and methods. Pay items for temporary erosion control have been included in the contract.

Question #2: S.P. 111 indicates that "Removal of any existing pavement fabric." is incidental to the 44000100 PAVEMENT REMOVAL pay item. What is the existing pavement type within the project limits?

Answer #2: See Existing Typical Sections included within the contract plans. The removal of existing reinforcement and dowel bars is incidental to the pay item 44000100



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PAVEMENT REMOVAL.

Question #3: S.P. 111 indicates that Type C reflector installation is incidental to items 70400100 TEMPORARY CONCRETE BARRIER AND 70400200 RELOCATE TEMPORARY CONCRETE BARRIER. Can the Type C reflectors be measured and paid separately?

Answer #3: The items will be reviewed. If changes are deemed necessary, they will be made via addendum.

Question #4: Per the method of measurement section of the "TRANSITION APPROACH SLAB" special provision, subgrade aggregate and asphalt base course are included in the cost for "TRANSITION APPROACH SLAB". Can they be measured and paid separately.

Answer #4: The items will be reviewed. If changes are deemed necessary, they will be made via addendum.

33.0	The deadline for submitting questions is May 16, 2014 at 2:00 p.m. local time as indicated in the Advertisement for Sealed Bids, page A-1 in Volume I of the Contract Requirements.	N/A	N/A
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Next Meeting: 6/3/14

Cc: Attendees and Distribution List



Capital Program

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Meeting date | time 5/13/2014 10:30 AM | Meeting location Conference Room 207

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Manar Nashif

Project No.: 1-13-4607

ATTENDEES SIGN-IN:

NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
KEVIN KESSLER	P.M.	Ryan Inc.	klint.bessing@ryansmb.com	817-741-1300
JEFF EDERBERG	Estimator	Branz Inc.	jeff.eiderberg@branzt.com	817-241-1800
Erik Sundquist	Estimator	Plate Construction Inc.	esundquist@plate.com	817-628-6073
Patrick Gannon	Estimator	"	pgannon@plate.com	817-628-6072
ANDREW WALTON	PROJ. ENGR.	PRIMERA ENGINEER	awalton@primeraeng.com	312-242-6430
CHRIS SANCHEZ	ENGR	KNIGHT CA	csanchez@knightca.com	312 577-3385
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LAURA NIEMEYER	PM	TOLLWAY	LNIEMEYER@tollway.com	331-481-3070
CRAIG SCHMIDT	SR ESTIMATOR	JURBAU CONTRACTING	CSchmidt@jurdau.com	630-568-6642
ERIC WEBER	PM	JAMES McHUGH CONST	erweber@jamesmchughconstruction.com	312-907-2897
Steven Dennis	ESTIMATOR	WHITE CONSTRUCTION	sdennis@whiteconstruction.com	217 269 5780
BOB HILL	ESTIMATOR	WHITE CONSTRUCTION	bill@whiteconstruction.com	812-241-4238
GUILHERMO VILLANUEVA	ESTIMATOR	WHITE CONSTRUCTION	gvillanuev@whiteconstruction.com	812-870-0127



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Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Manar Nashif

Project No.: I-13-4607

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
14.	DAVID REICKER	SENIOR ESTIMATOR	WHITE CONSTRUCTION	dreick@whiteconstruction.com	82.264.5133
15.	CHRISTINE BAERY KRISS	ESTIMATOR	K-FIVE CONST CORP	Christine.B@K-FIVE.NET	630.257.5600 x 154
16.	Josiah Martin	Project Engineer	F.M. Paschen, S.W.	josmartin@fmpaschen.com	773.444.1612
17.	Timothy D. Werner	Senior Engineer	Knight E/A, Inc	twerner@knighteg.com	708.342.1250
18.	JAMER ASHRAF	DSE	ASHRAF HILL	ashraf@ashrafhill.com	773-458-2178
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Capital Program

MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date | time 5/13/2014 10:00 AM | Meeting location *Tollway*

Meeting Purpose: 4607 Optional Pre-Bid Meeting

Chairperson: Manar Nashif

Project No.: 4607

ATTENDEES SIGN-IN:

NAME		TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
MR.	ANDREW WALTON	PROJ. ENGR	PRIMERA	awalton@primera.com	312-292-6430
	<i>Andy Laroux</i>	<i>SPM</i>	<i>Loris</i>	<i>laroux@ash.net</i>	<i>817 2980360</i>

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INSTRUCTIONS AND INFORMATION TO BIDDERS	I-1 thru I-9
EXHIBIT A - RESERVED	
EXHIBIT B - MULTI-PROJECT LABOR AGREEMENT	
PROPOSAL	P-1 thru P-37
AFFIDAVIT	R-1, R-2
PLANT AND EQUIPMENT QUESTIONNAIRE	S-1 thru S-7
AGREEMENT	T-1 thru T-5
PERFORMANCE BOND	U-1, U-2
PAYMENT BOND	V-1, V-2
CERTIFICATIONS GUIDELINES	G-1 thru G-5
CERTIFICATIONS	W-1 thru W-28
RESPONSIBLE BIDDER AFFIDAVIT	PA-1
<u>VOLUME II</u> (SPECIAL PROVISIONS)	
SPECIAL PROVISIONS	J-1 thru J-477
<u>VOLUME III</u> (SPECIAL PROVISIONS)	
SPECIAL PROVISIONS	RECURR-1, RECURR-2
SPECIAL PROVISIONS	BDE-1 thru BDE-56
SPECIAL PROVISIONS	GBSP-1 thru GBSP-19
SPECIAL PROVISIONS	D1-1 thru D1-108

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS**

CONTRACT NO: I-13-4607

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 a.m., local time, June 3, 2014 at which time the Proposals will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for May 13, 2014 at the Central Administration Building on Downers Grove, at 2700 Ogden Avenue. This meeting will be held in the Engineering Conference Room 207 at 10:00 a.m.

The work to be done under this Contract shall be started on or about August 25, 2014. All work under this Contract shall be completed by December 14, 2016.

The work under this Contract shall consist of: construction of new interchange ramp bridge structures and associated ramps, installation of storm sewers and drainage improvements, retaining wall construction, earthwork, installation of guardrail and concrete barrier, landscaping and erosion control, lighting, Intelligent Transportation systems (ITS) elements, maintenance of traffic, pavement markings and other miscellaneous work. The work under this Contract is to be performed on: Elgin O'Hare Expressway at I-290 Interchange (Mile Post 12.0 to Mile Post 12.9), DuPage County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT). Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

All Proposals 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 Accurate Repro, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwayplanroom.com. Copies of the 2013 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2012) can be purchased directly from Accurate Repro, Inc. The 2013 Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Electronic copies of the contract documents are also available on compact disk (CD) from Accurate Repro, Inc. Copies are in a portable document format (PDF). **Bidders with questions or in need of assistance in purchasing Contract Documents are to contact an Accurate Repro, Inc., Customer Service Representative at 630-428-4433, ask for the Plan Room.**

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Manar Nashif, e-mail: mnashif@getipass.com, to be received no later than 2:00 p.m. local time on May 16, 2014.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from all bidders. Each Proposal must be accompanied by a Proposal Guaranty in the amount of five (5) per cent of the total amount shown in the Proposal for the Contract. The Proposal 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 responsible bidder or bidders. The Illinois Tollway reserves the right to reject any and all Proposals and to waive technicalities.

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

DATE: April 30, 2014

(Rev. 01/11/13)

A-1

NOTICE

Procurement Reform Bill **Senate Bill 51(Public Act 96-0795) as revised by Trailer Bill** **3576 (Public Act 96-0920), and subsequently Senate Bill 2958** **(Public Act 97-0895)**

The Procurement Reform Bill commonly known as SB 51 (statutorily known as Public Act 96-0795) went into effect on July 1, 2010. In addition, Trailer Bill 3576, Public Act 96-0920, established applicable changes to SB 51 (Public Act 96-0795) for additional Procurement procedures, processes and forms. The Procurement Omnibus Bill (Public Act 97-0895) was signed into law on August 3, 2012, which further revised some of the standard requirements under the Procurement Code.

Following are some of the highlights of the requirements under the Bill:

New Bid Submittal Requirements in Accordance with Public Act 96-0795 as revised by Public Act 96-0920 (effective 7/1/10) and subsequently with Public Act 97-0895 (effective 8/3/2012).

General Contractors:

- Requirements are effective with bid responses to solicitations beginning in October 2010, or after.
- Bidders are required to submit new Financial and Conflicts of Interest Disclosures with the offer (Certification/Disclosure form v. 13.5.)
- The Subcontractor Information / Delinquent Debt Review form (included in the Certification/Disclosure packet – Page W-19) shall be used to identify any sub-contractors to the extent known (at a minimum those DBE firms identified with DBE Utilization Plan Form 2026).
- Annual re-certification is required for multi-year contracts in accordance with the state's fiscal year which begins July 1st.
- The General Contractor is no longer required to provide the Tollway with a copy of all sub-contract agreements upon execution of the contract. However, upon request, a copy of the sub-contract must be submitted within **fifteen (15)** days after execution of the contract, if awarded, or after execution of the sub contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000. All subcontractors performing work with an annual value of \$50,000 or more must continue to provide the same certifications and disclosures as the General Contractor makes as a condition of the contract.

Procurement Reform Bill
Senate Bill 51(Public Act 96-0795) as revised by Trailer Bill
3576 (Public Act 96-0920), and subsequently Senate Bill 2958
(Public Act 97-0895) (continued)

Sub-Contractors:

- Sub-contractors whose contract value exceeds \$50,000 must provide required Financial & Conflict of Interest Disclosures, as well as State Certifications if requested, to the awarded General Contractor.

- Annual re-certification is required for multi-year contracts in accordance with the state's fiscal year which begins July 1st.

Sub-Contractor Certification/Disclosure form Submittal Requirements:

- Known sub-contractors whose annual contract value exceeds \$50,000 shall separately complete and submit the Certification/Disclosure forms (v. 13.5.) to the General Contractor upon selection (See Tollway website for Certification/Disclosure forms). The General Contractor shall submit same to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515 within 15 days of contract execution (generally the Notice to Proceed date).

- The Certifications / Disclosures must be clearly marked with the Tollway Contract number, the Illinois Procurement Bulletin number and the General Contractor's Name.

- Sub-contractor Certification/Disclosure forms (v. 13.5.) for sub-contractors whose contracts exceed \$50,000, but are *not known at the time* of the offer, shall be submitted within 15 days of execution of the subcontract(s) by the General Contractor to the State Purchasing Officer (SPO) through the General Manager of Engineering at 2700 Ogden Ave., Downers Grove, IL 60515.

- The Tollway is requesting a hard copy of the sub-contractor Certification/Disclosure form (v. 13.5.) to be submitted with the A-15 Sub-Contractor Approval Request form.

Procurement Reform Bill
Senate Bill 51(Public Act 96-0795) as revised by Trailer Bill
3576 (Public Act 96-0920), and subsequently Senate Bill 2958
(Public Act 97-0895) (continued)

New Bid Communication Requirements in Accordance with Public Act 96-0795 as revised by Public Act 96-0920 (Effective 1/1/11), and as amended August 3, 2012, with Public Act 97-0895.

The communications portion of the Act requires state employees who participate personally and substantially in the decision to award a state contract to report Vendor Communications to the Procurement Policy Board when the communication involves material information regarding a procurement or potential action concerning procurement.

Types of Communications Covered:

Any written or oral communication – includes a letter, e-mail, face-to-face, group conversation, telephone or teleconference discussion.

Types of Communications NOT covered:

- Statements made by a person in a public forum.
- Statements regarding matters of procedure or practice. (Format, Number of copies, Manner of filing, Status).

Prohibited Bidders and Contractors

A vendor is not eligible to bid or enter into a contract if:

- They assist the agency in determining a need for a contract, except as part of a response to a publically issued Request for Information.
- They assist the agency by reviewing, drafting or preparing any:
 - Invitation for Bids;
 - Request for Proposal;
 - Request for Information; or
 - Provided similar assistance.

Unless requested by an employee of the State.
(Except as part of a publicly issued opportunity to review drafts of all or part of these documents.)

Compliance with Public Act 96-0795, as revised by Public Act 96-0920 and subsequently Public Act 97-0895 is an essential part of the Illinois Tollway's contracts. Failure to comply with these requirements shall cause the bid to be rejected as non-responsive.

NOTICE

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>

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.

Disadvantaged Business Enterprise ("DBE") means a business certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business 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.

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 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.

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.

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

Utilization Plan means the list of 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.

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 22% of the total 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 base bid, not supplemental items or contingencies 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 AND M/WBE LOCATOR REFERENCES

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago and 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. Only firms certified by the ILUCP, the City of Chicago or the County of Cook 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 or the County of Cook has determined, on the basis of information provided and the representations therein, that a business is a *bona fide* DBE/MBE/WBE. The ILUCP, the City of Chicago or the County of Cook does not, as a result of either 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 and the County of Cook MBE/WBE 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.

A. Submission of the Disadvantaged Business DBE Utilization Plan ("Utilization Plan")

A bidder must submit a Disadvantaged Business DBE Utilization Plan ("Utilization Plan") on ISTHA Form 2026 with the bid submission. If the Utilization Plan is not timely submitted then the bid will be declared non-responsive. If the bid is declared non-responsive due to a failure to submit a 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 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 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 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 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 subcontractor or supplier 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 subcontractors or suppliers 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 items 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.
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 a perform 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 Utilization Plan, including if applicable, the bidder's good faith efforts to meet the goal, is approved by ISTHA. The 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. If the Utilization Plan is not approved because it is not complete due to a technical matter, unless waived by ISTHA, the bidder will be notified and will be allowed to appeal the decision as provided in this Special Provision.

B. Counting DBE Participation

The 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 a contract 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 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 that 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. Good Faith Efforts Procedures

If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the 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, Form 2023. The apparent low bidder must submit its good faith efforts documentation, including the Form 2023. Documentation will not be accepted or reviewed after this time period.

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 the 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 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 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 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 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 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 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 Utilization Plan

The Contractor may not make changes to its contractual DBE commitments, substitute a DBE subcontractor or make any other changes to the Utilization Plan without the prior written approval of the Tollway's General Manager of Diversity. 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, the Contractor in ISTHA's discretion may be required to amend its 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.

The facts supporting the request for changes to the 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 Utilization Plan, the Contractor must notify the General Manager of Diversity in writing of the request to substitute a DBE or otherwise change the 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 General Manager of Diversity will approve or deny a request for substitution or other change in the 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 Utilization Plan, the Contractor must obtain the approval of the General Manager of Diversity to modify the 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 Utilization Plan must be executed and submitted to the General Manager of Diversity 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 to the Construction Manager with every pay request as a trailing report. Final payment will not be accepted nor processed without a completed Form 2114 as part of its submission requirements.

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 Form SBE 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 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 Utilization Plan. Without limitation, the Contractor's failure to comply with this Special Provision or its Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of subcontractors or suppliers, 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 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, klafleur@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 General Manager of Diversity, the Chief of Diversity and Strategic Development, the Law Department, Internal Audit, the Procurement Department, and anyone else in her/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 Utilization Plan - Form 2026

- (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: Road & Bridge Recon., Elgin O'Hare Western Access Tollway Elgin Expressway (IL RTE 390) at I-290
Contract Number: I-13-4607 **Bid Due Date:** June 3, 2014
Prime Contractor: Judlau Contracting, Inc. **Total Bid Amount:** \$ 63,973,528.97

(4) **Assurance** - I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois Tollway that on this project my company will: (check one):

Meet or exceed the DBE contract goal and will provide participation as follows:
 Disadvantaged Business Participation **TOTAL DBE Commitment:** \$ 14,140,770 **DBE Percent of Total Bid Amount:** 22 %

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

Failed to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and that my company will provide participation as follows:
 Disadvantaged Business Participation **Dollar Amount of Waiver Request:** \$ _____ **Percentage of the total Bid of the Waiver Request:** _____ %

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 Form 2025 - participation statements for each participating DBE indicating the level of participation.

Judlau Contracting, Inc.
 By _____
 The "as read" Low Bidder is required to comply with the Special Provision. Submit only one utilization plan for each project. The utilization plan and participation statement(s) (Form 2025), with original signatures, are to be submitted with the bid along with a current copy of the DBE letter of certification from an approved agency. Any subsequent changes, once approved by the General Manager of Diversity, will require resubmission of both Form 2025 and Form 2026.



Thomas J. Ross
Executive Director

March 4, 2014

Rozina J. Karnavas
Atlantic Painting Co.
10019 Southwest Hwy.
Oak Lawn, IL 60453-3725

Dear Ms. Karnavas:

Pace, 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 Part 26.61. Your next Continued Eligibility Affidavit is due April 1, 2015. 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 circumstances 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 a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.pacebus.com. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- NAICS Code: 238320 Specifically Painting (except roof) (contractors industrial and commercial);
- NAICS Code: 238990 Specifically Sandblasting, building exterior sandblasting.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).



Christina A. Perez
DBE Liaison Officer

Illinois State Toll Highway Authority "ISTHA" DBE Participation Statement - Form 2025

CONTRACT # 13-4607 DM/NDBE Name: Atlantic Painting Co., Inc.
 Joint Venture Partner Manufacturer Supplier-50% Subcontractor Trucking
 Tier I (under contract to the Prime contractor) Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduces to 60% of contract amount if firm is a supplier)
	<u>see attached</u>				<u>209,705.54</u>

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of Diversity 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature of Prime Contractor: [Signature] TITLE: _____
 Date: 06/03/2014
 Contact: Craig Schmidt
 Phone: 630-568-642
 Firm Name: Juday OHL Group
 Address: 101 Warrenville Rd #195 Lisle, IL 60532

Signature for DBE: [Signature] TITLE: _____
 Date: _____
 Contact: Paul Bevil
 Phone: 708-636-8040
 Firm Name: ARLINGTON PAINTING CO., INC.
 Address: 16019 Southwest Highway Oak, La Grange, IL

Revised 3/01/2013

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I-13-4607

Selected Vendors

Quote Folder: PAINT Painting

Client #	Description	Quantity Unit	Price	Extension
	CONC STR RET WALL	9,703.76 SF	4.0000	38,815.04
50300285	FORM LINER TEXTURED SURFACE	1.00 EA	4,500.0000	4,500.00
50300285	FORM LINER TEXTURED SURFACE	1,659.00 SF	4.5000	7,465.50
58700300	CONCRETE SEALER	10,188.00 SQ F	2.5000	25,470.00
JIS05231	FURN AND ERCT STR STEEL NO. 1	1.00 L SU	55,000.0000	55,000.00
JIS05233	FURN AND ERCT STR STEEL NO. 3	1.00 L SU	270,000.0000	270,000.00
JIS05234	FURN AND ERCT STR STEEL NO. 4	1.00 L SU	195,000.0000	195,000.00
JIS05235	FURN AND ERCT STR STEEL NO. 5	1.00 L SU	195,000.0000	195,000.00
JT599036	ARCHITECT FORM LINER LEAF	675.00 SF	26.6000	17,955.00



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

June 18, 2014

Mr. Jose Garcia
Natural Creations Landscaping, Inc.
356 East Bruce St.
Joliet, IL 60434

Dear Mr. Garcia:

This letter is to inform you that the city of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **September 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,


George Coleman
Deputy Procurement Officer

GC/cm

Illinois State Toll Highway Authority "ISTHA"

DBE Participation Statement - Form 2025

CONTRACT # 11-11-1011 CONTRACTOR NAME: MARSHALL SERVICE LOGGING INC.
Joint Venture Partner () Manufacturer () Subcontractor (X) Trucking ()
Tier 1 (under contract to the Prime contractor) Tier 1 or below (under contract with

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for this firm.

Table with 6 columns: Pay Item No., Description (Indicate whether furnish only or both furnish and install), Quantity, Unit Price, Total Contract Amount (\$), Total DBE Credit Amount (\$) (reduce to 50% of contract amount if firm is a supplier)

*Contingency items (examples are pay items #1540 through 1849F) 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, including but not limited to Mobilization Item #4967010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature of prime contractor: [Redacted] TITLE: [Redacted]
Date: 06/03/2014
Contact: Craig Schmidt
Phone: 630-568-6642
Firm Name: Juddlaw OHL Group
Address: 1011 Marcellville Rd, #195 Lisle, IL 60532
Revised 3/01/2013 DBE - 16

Signature for DBE: [Redacted] TITLE: [Redacted]
Date: [Redacted]
Contact: JOSE M. GARCIA
Phone: 615-74-0991
Firm Name: MURKIN SERVICES AND SEARCHING INC
Address: 226 E. BRUCE STREET JUBA IL, 62432
1/20/10/7

Selected Vendors

Quote Folder: L Landscaping

Biditem	Activity	Resource	Description	Quantity	Unit	Price	Extension
120	120	4L	TEMP FENCE	2,802.00	FOOT		
130	130	4L	NITROGEN FERTILIZER NUTR	1,734.00	POUN	3.7500	10,507.50
140	140	4L	POTASSIUM FERTILIZER NUTR	5,202.00	POUN	1.5000	2,601.00
210	210	4L	SODDING, SALT TOLERANT	930.00	SQ Y	1.5000	7,803.00
220	220	4L	TEMP EROSION CNTRL SEEDING	1,168.00	POUN	10.0000	9,300.00
230	230	4L	TEMP EROSION CNTRL BLANKET	56,555.00	SQ Y	2.5000	2,920.00
2920	2920	4L	TREE (AUTUMN BLAZE FREEMAN	25.00	EACH	0.8000	45,244.00
2930	2930	4L	TREE. (RIVER BIRCH), 2-1/2" CAL, B	21.00	EACH	325.0000	8,125.00
2940	2940	4L	TREE (AMERICAN HORNBEAM), 2-	18.00	EACH	325.0000	6,825.00
2950	2950	4L	TREE. (AMERICAN SWEETGUM), 2"	17.00	EACH	400.0000	7,200.00
2960	2960	4L	TREE. (BLACK TUPELO), 2-1/2" CAL	39.00	EACH	275.0000	4,675.00
2970	2970	4L	TREE, (AMERICAN HOPHORNBEA	20.00	EACH	350.0000	13,650.00
2980	2980	4L	TREE (WHITE OAK), 2-1/2" CAL, B&	8.00	EACH	400.0000	8,000.00
2990	2990	4L	TREE (BUR OAK), 2-1/2" CAL, B&B	20.00	EACH	400.0000	3,200.00
3000	3000	4L	TREE (BENJAMIN BLACK LOCUST),	24.00	EACH	350.0000	7,000.00
3010	3010	4L	TREE (VALLEY FORGE AMERICAN	15.00	EACH	450.0000	10,800.00
3020	3020	4L	TREE (AUTUMN SPLENDOR BUCK	28.00	EACH	325.0000	4,875.00
3030	3030	4L	TREE (ACCOLADE ELM), 2-1/2" CAL	13.00	EACH	350.0000	9,800.00
3040	3040	4L	TREE (APPLE SERVICEBERRY), 7' H	43.00	EACH	325.0000	4,225.00
3050	3050	4L	TREE (THORN LESS COCKSPUR HA	42.00	EACH	275.0000	11,825.00
3060	3060	4L	TREE (SCHUBERT CHOKEBERRY),	15.00	EACH	300.0000	12,600.00
3070	3070	4L	TREE (AMERICAN YELLOWWOOD)	8.00	EACH	225.0000	3,375.00
3080	3080	4L	SHRUB (NEW JERSEY TEA), CNTRN	105.00	EACH	400.0000	3,200.00
3090	3090	4L	SHRUB (NANNYBERRY VIBURNU	34.00	EACH	50.0000	5,250.00
3100	3100	4L	SHRUB (AUTUMN JAZZ VIBURNU	72.00	EACH	100.0000	3,400.00
3110	3110	4L	SHRUB(BAILEY REDOSIER DOGW	166.00	EACH	50.0000	3,600.00
3120	3120	4L	SHRUB (NORTHERN SUN BORDER	77.00	EACH	50.0000	8,300.00
3130	3130	4L	SHRUBL (HAPPY CENTENNIAL FO	40.00	EACH	50.0000	3,850.00
3140	3140	4L	SHRUB (SUMMER WINE COMMON	70.00	EACH	50.0000	2,000.00
3150	3150	4L	SHRUB (DWARF KOREAN LILAC), 2	63.00	EACH	55.0000	3,850.00
3160	3160	4L	EVGRN (FAIRVIEW PYRAMIDAL J	160.00	EACH	50.0000	3,150.00
3170	3170	4L	EVGRNA (EASTERN RED CEDAR),	38.00	EACH	175.0000	28,000.00
3180	3180	4L	EVGRN (BLACK HILLS SPRUCE), 6	30.00	EACH	250.0000	9,500.00
3190	3190	4L	EVGRN, (VANDERWOLF'S PYRAM	40.00	EACH	250.0000	7,500.00
3200	3200	4L	EVGRN (AUSTRIAN PINE), 7' HT, B	33.00	EACH	400.0000	16,000.00
3210	3210	4L	SHREDDED BARK MULCH 3"	1,270.00	SQ Y	350.0000	11,550.00
3770	3770	4LAND	EROS CNTRL BLANKET, BIONET	350,406.00	SQ Y	4.0000	5,080.00
4540	4540	4L	TREE (SEVEN SON FLOWER), 8' HT	40.00	EACH	1.3500	473,048.10
4550	4550	4L	(BEUNG GOLD) 2-1/2 B&B	25.00	EACH	275.0000	11,000.00
4560	4560	4L	(SUMMER STARS HONEYSU) 18" H	153.00	EACH	350.0000	8,750.00
4570	4570	4L	SHRUB (BITTERSWEET), 5 GAL, CO	99.00	EACH	50.0000	7,650.00
4580	4580	4L	SHRUB (NINEBARK), 5 GAL, CONT	84.00	EACH	55.0000	5,445.00
4590	4590	4L	SHRUB (SMOOTH SUMAC), 5 GAL,	38.00	EACH	50.0000	4,200.00
4680	4680	4L	SILT FENCE	4,591.00	FOOT	50.0000	1,900.00
4690	4690	4L	RE-ERECT SILT FENCE	1,148.00	FOOT	2.0000	9,182.00
4700	4700	4L	SUPER SILT FENCE	1,223.00	FOOT	2.0000	2,296.00
4720	4720	4L	TREE PROTECTION	2,470.00	FOOT	15.0000	18,345.00
4740	4740	4L	TEMP STAB WITH STRAW MULCH	84.00	ACRE	3.7500	9,262.50
						1,200.0000	100,800.00

Selected Vendors

4750	4750	4L	SAME-DAY STAB	20,270.00 SQ Y	0.0100	202.70
4760	4760	4L	RECTANGULAR INLET PROTECTIO	36.00 EACH	200.0000	7,200.00
4780	4780	4L	FILT FAB INLET PROTECTION	131.00 EACH	100.0000	13,100.00
4790	4790	4L	TEMP DITCH CHECK, ROLLED EXC	342.00 EACH	55.0000	18,810.00
4815	LAND	4L	SUB MOBS	1.00 LS	80,000.0000	80,000.00
5450	5450	4L	FURROW	FOOT	4.5000	
5490	5490	4L	PREPARED TOPSOIL F & P, 8"	4,068.00 SQ Y	10.0000	40,680.00
5500	5500	4L	PREPARED TOPSOIL F & P, 12"	25,432.00 SQ Y	15.0000	381,480.00
5510	5510	4L	SEEDING, CL 2E SALT TOL ROADS	22.50 ACRE	2,000.0000	45,000.00
5520	5520	4L	SEEDING, CL 4F NAT GRASS, LOW	13.80 ACRE	2,400.0000	33,120.00
5530	5530	4L	SEEDING, GRASS-FORB MIX	0.80 ACRE	5,000.0000	4,000.00
5540	5540	4L	SEEDING, TALL FESCUE MIX	35.30 ACRE	2,000.0000	70,600.00
5550	5550	4L	BIOSWALE EROS CNTRL BLANKET	4,068.00 SQ Y	1.5000	6,102.00
5560	5560	4L	BIOSWALE PLUGS	3,130.00 SQ Y	16.0000	50,080.00

Note:

Items using plug prices have not been included in the Vendor Totals.



Illinois Department of Transportation

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

April 10, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Joe T. Thornton, Jr.
Thornton Rave Construction, LLC
dba Illini Concrete Company
929 E. Grove St., Unit A
Bloomington, IL 61701

Dear Mr. Thornton:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Thornton Rave Construction, LLC dba Illini Concrete Company 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 (bureau) 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,

A black rectangular box redacting the signature of Debra A. Clark.

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

CONTRACT # I-13-4607 D/M/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [X] Supplier 60% [] Subcontractor [] Trucking []
 [] Tier 1 -(under contract to the Prime Contractor) [] Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
JT508010	Reinforcing Steel, Stainless Steel	587,010	\$2.3400	\$1,373,603.40	\$1,373,603.40
JT508010	Bar Splicers, Stainless	12	\$160.00	\$1,920.00	\$1,920.00
JT570P21	Retaining Wall #1, Epoxy Coated	32,400	\$0.5125	\$16,605.00	\$16,605.00

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization Item #J567010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 the prior written approval from the General Manager of 1 and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereof 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature for Prime Contractor _____ TITLE _____

Date: 6-3-14

Contact: Greg Schwab

Phone: 630-508-6642

Firm Name: 5401AA CONSULTING

Address: 1011 WARDMAN RD UIC 12 60537

Signature of DBE _____ TITLE _____

Date: 6/3/14

Contact: Joe Thornton

Phone: (309) 585-2376

Firm Name: Thornton Rave Construction, LLC

Address: 929 E. Grove Ave., Suite A, Bloomington, IL 61701

CONTRACT # J-13-4607 D/M/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [X] Supplier 60% [] Subcontractor [] Trucking []
 [] Tier 1 -(under contract to the Prime Contractor) [] Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description(indicate whether furnish-only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
JT570P21	Standees, Epoxy Coated	1,170	\$0.5125	\$599.63	\$599.63
JT570P22	Retaining Wall #2,	17,290	\$0.5125	\$8,861.13	\$8,861.13
JT570P22	Standees, Epoxy Coated	1,170	\$0.5125	\$599.63	\$599.63

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #J5671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 the prior written approval from the General Manager of 1 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 General Manager of Diversity of any proposed amendments 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 and can subject the contractor to contract sanctions.

Signature for Prime Contractor _____ TITLE _____
 Date: _____
 Contact: _____
 Phone: _____
 Firm Name: _____
 Address: _____

Signature of DBE _____ TITLE _____
 Date: 6/3/14
 Contact: Joe Thornton
 Phone: (309) 585-2376
 Firm Name: Thornton Rave Construction, LLC
 Address: 929 E. Grove Ave., Suite A, Bloomington, IL 61701

CONTRACT # I-13-4607 D/M/WBE NAME: Thornion Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [X] Supplier 60% [] Subcontractor [] Trucking []
 [] Tier 1 -(under contract to the Prime Contractor) [] Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
JT570P23	Retaining Wall #3, Epoxy Coated	204,850	\$0.5125	\$104,985.63	\$104,985.63
JT570P23	Standeers, Epoxy Coated	4,882	\$0.5125	\$2,502.03	\$2,502.03
50800205	Accessories	1	\$35,141.60	\$35,141.60	\$35,141.60

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #US671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 to work performed by the DBE may be made without the prior written approval from the General Manager of I 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature for Prime Contractor: _____ TITLE _____
 Date: _____
 Contact: _____
 Phone: _____
 Firm Name: _____
 Address: _____

Signature of DBE: _____ TITLE _____
 Date: 6/3/14
 Contact: Joe Thornton
 Phone: (309) 585-2376
 Firm Name: Thornion Rave Construction, LLC
 Address: 929 E. Grove Ave., Suite A, Bloomington, IL 61701

CONTRACT # I-13-4607 D/M/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [] Supplier 60% [] Subcontractor [] Trucking []
 [] Tier 1 -(under contract to the Prime Contractor) [] Tier II or below (under contract with)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish-only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
50800205	Reinforcing Bars, Epoxy Coated	748,500	\$0.5125	\$383,606.25	\$383,606.25
50800205	Reinforcing Bars, Spirals	19,434	\$1.1400	\$22,154.76	\$22,154.76
50800205	Standees, Epoxy Coated	13,573	\$0.5125	\$6,956.16	\$6,956.16

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization Item #J5671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 the prior written approval from the General Manager of I 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature for Prime Contractor TITLE
 Date:
 Contact
 Phone:
 Firm Name
 Address

Signature of DBE TITLE
 Date: 6/3/14
 Contact Joe Thornton
 Phone: (309) 585-2376
 Firm Name: Thornton Rave Construction, LLC
 Address: 929 E. Grove Ave., Suite A, Bloomington, IL 61701

CONTRACT # I-13-4607 DM/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [] Supplier 60% [X] Subcontractor [] Trucking []
 [] Tier 1 (under contract to the Prime Contractor) [] Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
51203800	Test Steel Pile HP 14x73	13	\$2,507.10	\$32,592.30	\$19,555.38
51204000	Test Steel Pile HP 14x102	4	\$3,475.50	\$13,902.00	\$8,341.20
51201800	Splices for HP 14x73	36	\$125.00	\$4,500.00	\$2,700.00

*Contingency items (examples are pay items #1640 through 1649F) 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, including but not limited to Mobilization Item AJS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 the prior written approval from the General Manager of I 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 General Manager of Diversity 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 of work is a violation of the Special Provision and can subject the contractor to contract sanctions.

Signature of Prime Contractor: [Signature] TITLE: _____
 Date: 06/03/2014
 Contact: Craig Schmidt
 Phone: 630-568-6642
 Firm Name: Judlow OHL Group
 Address: 1011 Warrenville Rd #195 Lisle IL 60532

Signature of DBE: _____ TITLE: _____
 Date: 6/2/14
 Contact: Joe Thornton
 Phone: (808) 585-2378
 Firm Name: Thornton Rave Construction, LLC
 Address: 828 E. Grove Ave., Suite A, Bloomington, IL 61701

CONTRACT # I-13-4607 D/M/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner [] Manufacturer [] Supplier 80% [X] Subcontractor [] Trucking []
 [] Tier 1 (under contract to the Prime Contractor) [] Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description/(Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 80% of contract amount if firm is a supplier)
51202000	Furnishing Steel Piles HP 14x102	2,220	\$45.10	\$100,122.00	\$60,073.20
51203400	Test Steel Pile HP 10x42	8	\$1,505.95	\$12,047.60	\$7,228.56
51203600	Test Steel Pile HP 12x53	6	\$1,745.00	\$10,470.00	\$6,282.00

*Contingency items (examples are pay items #1540 through 1548F) 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, including but not limited to Mobilization Item A1S671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentages.

(1) Partial Payment 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 the prior written approval from the General Manager of 1 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

 Signature of DBE
 Date: 6/2/14
 Contact: Joe Thornton
 Phone: (309) 585-2378
 Firm Name: Thornton Rave Construction, LLC
 Address: 929 E. Grove Ave., Suite A, Bloomington, IL 61701

 Signature of Prime Contractor
 Date: 06/03/2014
 Contact: Craig Schmidt
 Phone: 630-568-6642
 Firm Name: Judlow OHL Group
 Address: 101 Warrenville Rd., #195 Lisle, IL 60532

TITLE

TITLE

I-13-4607

DBE - 16 R

Revised 3/01/2013

CONTRACT # I-13-4607 D/M/WBE NAME: Thornton Rave Construction, LLC
 Joint Venture Partner Manufacturer Supplier 60% Subcontractor Trucking
 Tier 1 (under contract to the Prime Contractor) Tier II or below (under contract with

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
51201400	Furnishing Steel Piles HP 10x42	1,890	\$20.05	\$37,894.50	\$22,736.70
51201600	Furnishing Steel Piles HP 12x53	4,560	\$23.45	\$106,932.00	\$64,159.20
51201800	Furnishing Steel Piles HP 14x73	9,130	\$32.30	\$294,898.00	\$176,939.40

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization Item #1967070, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of I 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 General Manager of Diversity 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 approve written approval shall be deemed a violation of the Social Provision and can subject the contractor to contract sanctions.

Signature of DBE: [Redacted] TITLE: [Redacted]
 Date: 06/03/14
 Contact: Graig Schmidt
 Phone: 630-568-6642
 Firm Name: Judlow OHL Group
 Address: 1211 Warmenville Rd. #195 Lisle IL 60532

Signature of DBE: [Redacted] TITLE: [Redacted]
 Date: 6/2/14
 Contact: Joe Thornton
 Phone: (800) 565-2378
 Firm Name: Thornton Rave Construction, LLC
 Address: 928 E. Grove Ave., Suite A, Bloomington, IL 61701



Illinois Department of Transportation

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

July 31, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jesus Sauzamede, Jr.
Truck King Hauling Contractors, Inc.
4800 W. 48th St.
Chicago, IL 60632

To Whom It May Concern:

Truck King Hauling Contractors, Inc.'s No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,



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



Illinois Department of Transportation

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

August 26, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Jesus Sauzamede, Jr.
Truck King Hauling Contractors, Inc.
4600 W. 48th St.
Chicago, IL 60632

Dear Jesus Sauzamede, Jr.:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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.

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.

Your certification is approved, commencing on July 23, 2013. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(f).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

TRUCKING

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Illinois State Toll Highway Authority "ISTHA" DBE Participation Statement - Form 2025

CONTRACT # DARTMOUTH DAN/DBE Name: TRUCKING HARLEY CONTRACTORS INC.
 Joint Venture Partner () Manufacturer () Supplier-90% () Subcontractor () Trucking (X)
 () Tier I (under contract to the Prime contractor) () Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	Trucking HARLEY	105			\$ 399,000

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #38671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 the prior written approval from the General Manager of Diversity and that complete and accurate information regarding actual work not assigned any of the contract items listed above to a firm other than the DBE identified below must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will request, in writing, approval by ISTHA's General Manager of Diversity 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 work or scope of work is a violation of the Special Provision and can subject the contractor to contract sanctions.

Signature: _____ TITLE: PRESIDENT
 Date: 6/03/2014
 Contact: CRAIG SCHMIDT
 Phone: 630-568-6642
 Firm Name: JUDLAW OHL GROUP
 Address: 1811 WARRENVILLE RD. #105 WILSONVILLE, IL 60332

Signature for DBE: _____ TITLE: _____
 Date: 6-2-14
 Contact: JESSIE SCHUBERT JR
 Phone: (773) 247-1000
 Firm Name: TRUCK HARLEY CONTRACTORS INC.
 Address: 41600 W 40TH ST CHICAGO IL 60632



RECEIVED DEC 11 2013

Illinois Department of Transportation

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

December 9, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jorge Bonilla
Brown R Cartage Company
d/b/a Traffic Solutions
363 Bluff City Blvd., Ut. B
Elgin, IL 60120

Dear Mr. Bonilla:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Brown R Cartage Company d/b/a Traffic Solutions 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 (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(f), 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) 782-6490.

Sincerely,


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

Illinois State Toll Highway Authority "ISTHA"

DBE Participation Statement - Form 2025

CONTRACT # I-13-4607 DIM/WBE Name: BROWN R. C. BARTONE DBA TRAFFIC SOLUTIONS
 Joint Venture Partner Manufacturer Supplier-60% Subcontractor Trucking
 Tier I - (under contract to the Prime contractor) Tier II or below (under contract with

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	Trucking hourly				\$ 200,000

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- (1) Partial Payment 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 the prior written approval from the General Manager of Diversity and that complete and accurate information regarding actual work not assigned 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 will request, in writing, approval by ISTHA's General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature of Prime Contractor: [Signature] TITLE: President
 Date: 5/20/2014
 Contact: Craig Schmidt
 Phone: 630-560-6642
 Firm Name: Judith OHL Group
 Address: 1011 Warrenville Rd, #195 Lisle IL 60532
 Revised 3/01/2013

Signature for DBE: [Signature] TITLE: President
 Date: 5/20/2014
 Contact: TERRE BONZELA
 Phone: (647) 821-6629
 Firm Name: BROWN R. C. BARTONE DBA TRAFFIC SOLUTIONS
 Address: 1020 EAST STATE PARKWAY, SCHMANSBURG, IL
 CONTRACT NUMBER: 60173



Illinois Department of Transportation

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

November 21, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Stephen L. Davis
Electrical Resource Management, Inc.
703 Childs St.
Wheaton, IL 60187

Dear Mr. Davis:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Electrical Resource Management, 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 (bureau) 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)782-6490.

Sincerely,


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

Illinois State Toll Highway Authority - DBE Participation Statement - Form DBE 2025

CONTRACT # 13-4607 D/M/WBE Name: ELECTRICAL RESOURCE MANAGEMENT

Joint Venture Partner Manufacturer Supplier-60% Subcontractor Trucking

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form, if additional space is needed, complete an additional form for the firm. John Burns Construction

*Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	See Attached				

* Contingency items (examples are pay items \$1540 through 1549F) 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, including but not limited to Mobilization Item #US671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment 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 DB changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of t 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 General Manager of Diversity 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 within the time specified in the contract is a violation of the Social Provision and constitutes the contractor to contract sanctions.

Date: 9/10/2014
 Contact: Carol Schmidt
 Firm Name: Judlow ONE Group
 Address: 1011 Warrenville Rd. #195 Lisle IL 60532

Date: 6-2-14
 Contact: STEPHEN L. DAVIS
 Firm Name: ELECTRICAL RESOURCE MANAGEMENT
 Address: 703 CHILDS ST WHEATON IL 60187

TITLE

President

TITLE

President

ITEM #	DESCRIPTION	UM	BID QTY	MAT'L UNIT COST	TOTAL MAT'L COST
JS810874	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	75,486.00	\$ 0.56	\$ 42,272.16
JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	29,284.00	\$ 0.74	\$ 21,670.16
JS810881	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 6" DIA.	FOOT	3,826.00	\$ 6.24	\$ 23,874.24
JS810883	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 8" DIA.	FOOT	2,388.00	\$ 7.51	\$ 17,933.88

DBE PARTICIPATION (ELECTRICAL RESOURCE MANAGEMENT): \$105,750.44

MATERIAL @ 60%: \$ 63,450.26



Illinois Department of Transportation

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

May 21, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Colleen Kramer
Evergreen Supply Co.
9901 S. Torrence Ave.
Chicago, IL 60617

Dear Colleen Kramer:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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.

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.

Your certification is approved commencing on April 15, 2014. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

ELECTRICAL SUPPLY - WAREHOUSED

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Evergreen Supply Co.

Page 2

May 21, 2014

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



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

Enclosure



Illinois Department of Transportation

Evergreen Supply Co.

is hereby certified as a

Disadvantaged Business Enterprise

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



Ann L. Schneider
Secretary
Illinois Department of Transportation



Eugene C. Oliver
Bureau Chief
Bureau of Small Business Enterprises

Effective the 15th day of April 2014

Illinois State Toll Highway Authority "ISTHA"

DBE Participation Statement - Form 2025

CONTRACT # 1-13-4607 DMR/WBE Name: Evergreen Supply Co.
 Joint Venture Partner [] Manufacturer [] Supplier-60% [X] Subcontractor [] Trucking []
 [] Tier I (under contract to the Prime contractor) [X] Tier II or below (under contract with John Burns Construction)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	See Attached				

*Contingency items (examples are pay items #1540 through #1549F) 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, including but not limited to Mobilization item # JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- Partial Payment Items
- For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount.

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 the prior written approval from the General Manager of Diversity 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 will request, in writing, approval by ISTHA's General Manager of Diversity 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 of work is subject to the Special Provision and can subject the contractor to contract cancellation.

Signature of Prime Contractor: [Signature]
 Title: President
 Date: 5-01-14
 Contact: Coleen Kravner
 Phone: 773 375 4750
 Firm Name: Evergreen Supply Co
 Address: 1011 Warrenville Rd. #195 Lisle, IL 60532
 Revised 3/01/2013 DBE - 16

Signature for DBE: [Signature]
 Title: President
 Date: 5-01-14
 Contact: Coleen Kravner
 Phone: 773 375 4750
 Firm Name: Evergreen Supply Co
 Address: 1011 Warrenville Rd. #195 Lisle, IL 60532
 1-13-4607

ITEM #	DESCRIPTION	UM	BID QTY	MAT'L UNIT COST	TOTAL MAT'L COST
81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,641.00	\$ 4.30	\$ 19,956.30
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	457.00	\$ 9.23	\$ 4,218.11
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103.00	\$ 1.25	\$ 128.75
81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,767.00	\$ 14.87	\$ 41,145.29
81100805	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	80.00	\$ 39.76	\$ 3,180.80
81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	649.00	\$ 0.69	\$ 447.81
81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	36.00	\$ 332.51	\$ 11,970.36
81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	21.00	\$ 325.01	\$ 6,825.21
81603081	UNIT DUCT, 600V, 3-1/C NO. 2, 1/C NO. 4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,620.00	\$ 4.97	\$ 47,811.40
81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	9,450.00	\$ 0.20	\$ 1,890.00
81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,185.00	\$ 0.66	\$ 782.10
81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,555.00	\$ 1.11	\$ 3,946.05
81702415	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,890.00	\$ 1.42	\$ 6,943.80
81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	190.00	\$ 0.54	\$ 102.60
81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	161.00	\$ 0.61	\$ 98.21
81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	14,355.00	\$ 0.70	\$ 10,048.50
81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	10,432.00	\$ 0.99	\$ 10,327.68
82102400	LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT	EACH	21.00	\$ 364.75	\$ 7,659.75
83050825	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. DAVIT ARM	EACH	21.00	\$ 1,619.20	\$ 34,003.20
83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	19.00	\$ 212.00	\$ 4,028.00
X8130110	JUNCTION BOX (SPECIAL)	EACH	4.00	\$ 712.79	\$ 2,851.16
X8131168	JUNCTION BOX, NON-METALLIC, EMBEDDED IN STRUCTURE, 21" X 11" X 08"	EACH	6.00	\$ 332.50	\$ 1,995.00
X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	FOOT	2,239.00	\$ 0.78	\$ 1,746.42
X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	FOOT	2,167.00	\$ 0.50	\$ 1,083.50
Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	21.00	\$ 42.00	\$ 882.00
J1830018	TEMPORARY WOOD POLE, 60 FT., CLASS 4 WITH 15 FT. MAST ARM AND LUMINAIRE	EACH	43.00	\$ 884.00	\$ 38,012.00
J1999760	FIBER OPTIC CABLE, SINGLE MODE, NON ARMORED, 12 FIBERS	FOOT	3,032.00	\$ 0.30	\$ 909.60
JS810096	UNDERGROUND CONDUIT, PVC COATED GALVANIZED STEEL, 3" DIA.	FOOT	150.00	\$ 18.18	\$ 2,727.00
JS810826	UNDERGROUND CONDUIT, GALVANIZED STEEL, 6" DIA.	FOOT	121.00	\$ 33.55	\$ 4,059.55

ITEM #	DESCRIPTION	UM	BID QTY	MAT'L UNIT COST	TOTAL MAT'L COST
JS810839	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	1,932.00	\$ 1.99	\$ 3,844.68
JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,270.00	\$ 13.70	\$ 17,399.00
JS811060	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,385.00	\$ 24.88	\$ 59,338.80
JS811080	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	190.00	\$ 57.33	\$ 10,892.70
JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	3,306.00	\$ 0.69	\$ 2,281.14
JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11.00	\$ 713.85	\$ 7,852.35
JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	22.00	\$ 251.06	\$ 5,523.32
JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	8.00	\$ 680.26	\$ 5,442.08
JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	4.00	\$ 621.88	\$ 2,487.52
JS813094	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	7.00	\$ 1,045.98	\$ 7,321.86
JS816012	UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	2,359.00	\$ 4.14	\$ 9,766.26
JS816078	UNIT DUCT, WITH 4-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,395.00	\$ 4.14	\$ 72,015.30
JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	5,105.00	\$ 0.20	\$ 1,021.00
JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,446.00	\$ 0.47	\$ 1,619.62
JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	13,560.00	\$ 0.66	\$ 8,949.60
JS817218	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	510.00	\$ 2.94	\$ 1,499.40
JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	91.00	\$ 1,673.00	\$ 152,243.00
JS830006	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	6.00	\$ 1,745.15	\$ 10,470.90
JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	14.00	\$ 1,745.15	\$ 24,432.10
JS830045	TEMPORARY WOOD POLE, 90 FT., CLASS 2, WITH 15 FT. MAST ARM, EMBEDDED	EACH	27.00	\$ 3,712.79	\$ 100,245.33
JT131433	JUNCTION BOX	EACH	4.00	\$ 586.68	\$ 2,346.72
JT160130	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 36"X60"X36"	EACH	10.00	\$ 942.59	\$ 9,425.90
JT160132	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36"	EACH	5.00	\$ 1,325.81	\$ 6,629.05
JT810062	PVC COATED GALVANIZED STEEL CONDUIT, 2" DIA.	FOOT	600.00	\$ 8.77	\$ 5,262.00
JT810066	PVC COATED GALVANIZED STEEL CONDUIT, 6" DIA.	FOOT	400.00	\$ 58.69	\$ 23,476.00
JT900132	FLEXIBLE LIQUID TIGHT CONDUIT, METALLIC, 2" DIAMETER	FOOT	72.00	\$ 31.76	\$ 2,286.72
JT900136	FLEXIBLE LIQUID TIGHT CONDUIT, METALLIC, 6" DIAMETER	FOOT	48.00	\$ 69.00	\$ 3,312.00

DBE PARTICIPATION (EVERGREEN SUPPLY): \$ 827,164.50
MATERIAL @ 60%: \$ 496,298.70



547 W. Jackson Blvd. Chicago, IL 60661 (312) 322-8900 TTY# 1-312-322-8774

June 16, 2014

Gerardo Garcia
Midwestern Electric Co., Inc.
15550 S. Kedzie Avenue
Markham, IL 60428-3904

Dear Mr. Garcia:

Metra has reviewed your Continued Eligibility 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 **December 1, 2014**. 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 circumstances during the course of 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 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.metrotransit.com under the Business Diversity (DBE) link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 238210

Specialty: 238210 -Electrical Contractor

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.

For questions to this agency at (312) 322-6323.

Joyce R. Thomas, CPPB
Director

Office of Business Diversity and Civil Rights

JRT:rw/kb

Illinois State Toll Highway Authority "ISTHA"

DBE Participation Statement - Form 2025

CONTRACT # 1-13-4607 D/M/WBE Name: Midwestern Electrical Co.
 Joint Venture Partner [] Manufacturer [] Supplier-60% [] Subcontractor [X] Trucking []
 [] Tier I - (under contract to the Prime contractor) [X] Tier II or below (under contract with John Burns Construction)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	See Attached				

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization item #JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- (1) Partial Payment 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 the prior written approval from the General Manager of Diversity and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereof 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 General Manager of Diversity 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 to the type or scope of work of the contract item(s) listed above and to execute a contract to that effect with the prime contractor, and can subject the contractor to contract sanctions.

Signature of Prime Contractor: [Redacted] TITLE: [Redacted]
 Date: 06/03/2014
 Contact: Craig Schmidt
 Phone: 630-568-8642
 Firm Name: Juday ON Group
 Address: 101 Warranville Rd. #195 Lisle, IL 60532
 Revised 3/01/2013 DBE - 16

Signature for DBE: [Redacted] TITLE: [Redacted]
 Date: June 2, 2014
 Contact: Gerry Garcia
 Phone: 708-333-9841
 Firm Name: Midwestern Electric Co.
 Address: 15650 S. Kedzie, Markham, IL 60428
 1-13-4607

ITEM #	DESCRIPTION	UM	BID QTY	BID UNIT	BID TOTAL
82107200	UNDERPASS LUMINAIRE, 100 WATT, HIGH PRESSURE SODIUM VAPOR	EACH	36.00	\$ 1,505.00	\$ 54,180.00
86300200	CONTROLLER CABINET TYPE II	EACH	2.00	\$ 4,624.00	\$ 9,248.00
X0322440	DIGITAL LOOP DETECTOR SENSOR UNIT (2 CHANNEL)	EACH	3.00	\$ 750.00	\$ 2,250.00
X0327568	ROADSIDE DETECTOR	EACH	10.00	\$ 11,513.00	\$ 115,130.00
J1999764	NON-INVASIVE MAGNETO INDUCTIVE SENSOR	EACH	6.00	\$ 1,725.00	\$ 10,350.00
JS821009	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27.00	\$ 842.00	\$ 22,734.00
JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111.00	\$ 891.00	\$ 98,901.00
JS821110	UNDERPASS LUMINAIRE, LED	EACH	22.00	\$ 1,252.00	\$ 27,544.00
JS825004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1.00	\$ 19,777.00	\$ 19,777.00
JT160006	CONDUIT FOR SINGLE MODE FIBER OPTIC CABLE, ATTACHED TO STRUCTURE, 8" DIA, RIGID	FOOT	780.00	\$ 95.30	\$ 74,334.00
JT900120	CONDUIT SUPPORT FRAME AND FOUNDATION	EACH	8.00	\$ 2,509.00	\$ 20,072.00
DBE PARTICIPATION (MIDWESTERN ELECTRIC):					\$ 454,520.00



Illinois Department of Transportation

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

November 20, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Christina Clausen
Clausen Structures, Inc.
117 Stephen St., 1st Fl.
Lemont, IL 60439

Dear Ms. Clausen:

The Illinois Department of Transportation (IDOT) has approved the 2013 "No Change Affidavit" for Clausen Structures, Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

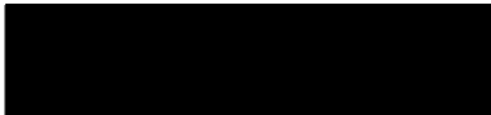
In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

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

Note: Pursuant to 49 CFR Part 26.83(l), 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

Illinois State Toll Highway Authority - DBE Participation Statement - Form DBE 2025

CONTRACT # 1-14-07 D/M/WBE Name: CLARK, G. GARDNER
 Joint Venture Partner Manufacturer Supplier-50% Subcontractor Trucking
 Tier I - (under contract to the prime contractor) Tier II or below (under contract with
 This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional
 spaces is needed, complete an additional form for the firm.

Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount; if firm is a supplier)
	<u>Highway Construction</u>				
	<u>Highway Construction</u>				

* Contingency items (examples are pay items \$1640 through 1649F) 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, including but not limited to Mobilization Item 8J5671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- (1) Partial Payment 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 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 understands that DBE changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of t 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 General Manager of Diversity 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 Small Business Act and may result in the contractor to contract sanctions.

Signature for DBE: [Redacted] TITLE: President
 Date: 6-3-14
 Contact: Christina Hansen
 Phone: 708-447-4166
 Firm Name: Christina Hansen
 Address: 17 Stephen St. Lombard, IL 60148

Signature for Prime Contractor: [Redacted] TITLE: _____
 Date: 06/03/2014
 Contact: Kraig Schmidt
 Phone: 630-368-6642
 Firm Name: Judlow DMK Group
 Address: 1011 Waverlyville Rd. Oak Brook, IL 60153

Selected Vendors

Quote Folder: RE Rebar Erect

Client #	Description	Quantity Unit	Price	Extension
50800205	REINF BARS, EPOXY CTD	646,405.00 POUN	0.6500	420,163.25
J1420041	TRANSITION APPROACH SLAB	73,364.12 LB	0.6500	47,686.68
J1637011	CONC BARR, SF, REINF, 42 IN	62,000.00 LBS	0.8500	52,700.00
JT508010	REINF BARS, SS	587,010.00 POUN	0.5200	305,245.20
JT637039	CONC BARR, SF, REINF, 54 IN	14,000.00 LBS	0.8500	11,900.00
JT637050	CONC BARR BASE, REINF, FOR SF BAR,	113,000.00 LBS	0.8500	96,050.00
JT637051	CONC BARR BASE, REINF, FOR SF BAR,	55,000.00 LBS	0.8500	46,750.00
JT637052	CONC BARR BASE, REINF, FOR SF BAR,	55,000.00 LBS	0.8500	46,750.00
	REBAR, EPOXY	190,050.00 POUN	0.7000	133,035.00

Note:

Items using plug prices have not been included in the Vendor Totals.



Illinois Department of Transportation

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

August 20, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose Jasso
J. Jasso Trucking Co.
5719 S. Homan Ave
Chicago, IL 60629

Dear Mr. Jasso:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for J. Jasso Trucking Co., 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 (bureau) 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,

A solid black rectangular box redacting the signature of Debra A. Clark.

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



Illinois Department of Transportation

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

August 26, 2013

CERTIFIED-RETURN RECEIPT REQUESTED

Jose Jasso
J. Jasso Trucking Co.
6719 S. Homan Ave.
Chicago, IL 60629

Dear Jose Jasso:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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.

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.

Your certification is approved, commencing on July 23, 2013. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(l).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

TRUCKING

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

J. Jasso Trucking Co.

Page 2

August 26, 2013

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



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

Enclosure.

Illinois State Toll Highway Authority "ISTHA" DBE Participation Statement - Form 2025

CONTRACT # _____ DBE Name: J. JASSO TRUCKING
 Joint Venture Partner [] Manufacturer [] Supplier-60% Subcontractor [] Trucking []
 [] Tier I - (under contract to the Prime contractor) Tier II or below (under contract with ACQUA CORPORATION)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
	PIPE CULVERTS				
	PRE-CAST CONCRETE STRUCTURE			1,000,000.00	
	STORM SEWER PIPE				
	AGGREGATE				

*Contingency items (examples are pay items \$1540 through 1549F) 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, including but not limited to Mobilization Item #JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

(1) Partial Payment items
 For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:
 Commitment
 The undersigned certifies 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of Diversity 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 General Manager of Diversity 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 of work is a violation of the Special Provision and can subject the contractor to contract sanctions.

Signature for DBE: _____ TITLE: PRESIDENT
 Date: 06/03/14
 Contact: JASE JASSO
 Phone: 773 457 1000
 Firm Name: J. JASSO TRUCKING
 Address: 5715 HOMER AVE CHICAGO 60629

Signature for Prime Contractor: _____ TITLE: _____
 Date: 6/18/2014
 Contact: Graig Schmidt
 Phone: 630-568-6642
 Firm Name: Judlaw OHL Group
 Address: 1011 Warrenville Rd. #195 Lisle IL 60532

Illinois State Toll Highway Authority "ISTHA" DBE Participation Statement - Form 2025

CONTRACT # DMM/DBE Name: J. JASCO TRUCKING
 Joint Venture Partner [] Manufacturer [] Supplier-60% [] Subcontractor [] Trucking
 [] Tier I - (under contract to the Prime contractor) Tier II or below (under contract with ALOMA CORPORATION)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (Indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduce to 60% of contract amount if firm is a supplier)
20800150	TRENCH BACKFILL			\$350,000.00	

*Contingency items (examples are pay items #1640 through 1649F) 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, including but not limited to Mobilization item #38671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- (1) Partial Payment 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 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of Diversity 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 General Manager of Diversity 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 and can subject the contractor to contract sanctions.

Signature for DBE [Redacted] TITLE PRESIDENT
 Date: 06/13/14
 Contact: JOE JASCO
 Phone: 773 457 1696
 Firm Name: J. JASCO TRUCKING
 Address: 5712 S. HUNTER PVE CHICAGO ILL 60629

Signature for Prime Contractor [Redacted] TITLE _____
 Date: 6/23/2014
 Contact: Craig Schmidt
 Phone: 630-568-6642
 Firm Name: Judley OHL Group
 Address: 101 W. Glenview Rd. #195 Lisle IL 60532



Illinois Department of Transportation

Office of Business & Workforce Diversity
2900 South Dirksen Parkway / Springfield, Illinois 62764

February 27, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Domenico Digliola
Acura Inc.
556 County Line Rd.
Bensenville, IL 60106

Dear Domenico Digliola:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* 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.

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.

Your certification is approved commencing on January 21, 2014. To remain certified with the IL UCP YOU you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

UNDERGROUND UTILITIES
DEMOLITION
EXCAVATING & GRADING
TRUCKING
DRAINAGE
PAVEMENT PATCHING
PORTLAND CEMENT CONCRETE PAVING

SAWING CONCRETE
BRIDGES - EXCEPT PAINTING
BOX CULVERTS
PRECAST & PRESTRESSED CONCRETE
CURB & GUTTER, SIDEWALKS
MISCELLANEOUS CONCRETE

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-6490.



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

Enclosure

Illinois State Toll Highway Authority "ISTHA" DBE Participation Statement - Form 2025

CONTRACT # I-13-4607 DRA/WBE Name: ACURA INC.
 Joint Venture Partner Manufacturer Supplier-60% Subcontractor Trucking
 Tier I (under contract to the Prime contractor) Tier II or below (under contract with _____)

This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

*Pay Item No.	Description (indicate whether furnish only or both furnish and install)	Quantity	Unit Price	Total Contract Amount (\$)	Total DBE Credit Amount (\$) (reduces to 60% of contract amount if firm is a supplier)
	SEE ACURA PROPOSAL				

*Contingency items (examples are pay items #1540 through 1549F) 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, including but not limited to Mobilization Item #JS671010, will not be approved for assignment within the Utilization Plan. Note that these items are not included in the determination of the goal percentage.

- (1) Partial Payment 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 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 understands that no changes to the type or scope of work performed by the DBE may be made without the prior written approval from the General Manager of Diversity 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, on or before the date the prime contractor becomes aware of the circumstances supporting the request, Failure to receive written approval prior to a late change order or modification to the contract shall constitute a breach of the Special Provision and can subject the contractor to contract sanctions.

Signature for Prime Contractor: _____ TITLE: _____
 Date: 06/03/2014
 Contact: Craig Schmidt
 Phone: 630-563-6442
 Firm Name: Judley OHL Group
 Address: 1011 Warrenville Rd #195 Lisle, IL 60532

Signature for DBE: _____ TITLE: PRESIDENT
 Date: 6/3/2014
 Contact: DOMENICO DIGIOIA
 Phone: 630-766-9979
 Firm Name: ASCURA INC.
 Address: 556 COUNTY LINE ROAD, BENSENVILLE, IL. 60106

Acura Inc.
 Concrete, Trucking, Excavation & Underground
 556 County Line Road
 Bensenville, IL 60106
 PH. (630) 766 - 9979 FAX (630) 766 - 6826

PROPOSAL SUBMITTED TO JUDLAU OHL GROUP STREET CITY, STATE, and ZIP CODE	PHONE FAX 630 568 6673	DATE 6/3/2014
		JOB NAME
		JOB LOCATION

We hereby submit specifications and estimates for:

ITEM:	DESCRIPTION:	EST. QUANTITY:	UNIT PRICE:	TOTAL:
410	PCC PAVT 10" JTD	10,440.00 SY	55.00 SY	\$ 574,200.00
420	CONT REINF PCC PAVT 9"	2,530.00 SY	55.00 SY	\$ 139,150.00
430	CONT REINF PCC PAVT 14"	3,127.00 SY	60.00 SY	\$ 187,620.00
440	PAVT REINF	5,657.00 SY	30.00 SY	\$ 169,710.00
550	PCC SHLDS 10"	4,592.00 SY	44.00 SY	\$ 202,048.00
560	PCC SHLDS 14"	4,766.00 SY	47.00 SY	\$ 224,002.00
3960	TEMP PAVT	17,960.00 SY	43.00 SY	\$ 772,280.00
3800	PCC PAVT 10" (JOINTED)	3,292.00 SY	55.00 SY	\$ 181,060.00
3810	PCC PAVT 10.5" (JOINTED)	54,152.00 SY	55.00 SY	\$ 2,978,360.00
0	MOBILIZATION	1.00 LS	250,000.00 LS	\$ 250,000.00

Notes:

TOTAL, WITHOUT, MOBILIZATION	\$ 5,428,430.00
TOTAL, WITH MOBILIZATION	<u>\$ 5,678,430.00</u>

BID IS ALL INCLUSIVE ANY CHANGE MUST BE APPROVED BY ACURA INC.

THIS PROPOSAL AND ALL ITS CONDITIONS MUST BE INCLUDED IN THE CONTRACT

Exclusions:

Removals, Excavation and Backfill (including stone under concrete)
 Stone base placed by others, i.e., "Ready to Pave."
 QA/QC: Material Testing: Concrete, soil, steel, etc.
 No traffic control, barricades, lane closures or flaggers.
 No layout, engineering or as-built drawings.
 No permits, bonds, or fees

No restoration: asphalt patching, barricades or landscaping.
 No premium time.
 No winter protection or winter services.
 No embedded items.
 No pavement removal/replacement for sewer laterals
 No hauling of contaminated or hazardous materials

We Propose hereby to furnish material and labor --- complete in accordance with above specifications, for the sum of:

Five Million Six Hundred Seventy Eight Thousand Four Hundred Thirty Dollars and No Cents dollars **\$ 5,678,430.00**

Payment to be made as follows:

PROGRESSIVE PAYMENTS ACCORDING TO WORK PERFORMED

NO RETENTION OF ANY KIND EVEN IF HELD BY OWNER

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specs. involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____

NOTE: This proposal may be withdrawn by us if not accepted within 10 days

Acceptance of Proposal-The above prices, specifications

& conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FORM 2024 - DBE Trucking Reporting and Verification Form**

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

SECTION A: to be completed by Prime Contractor

(a) Contract Number _____
 (b) Prime Contractor Name _____
 (c) Contract Award Value _____
 (d) Amount Earned to Date _____
 (e) Percent Complete 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/OI

(g) _____
 (h) _____
 Signature of Prime Contractor Authorized Agent
 Date
 (i) _____
 Printed Name
 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) _____	> \$ _____
Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.	
(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)	d. _____
(o) Total DBE Trucking Participation Based on DBE Special Provision VI. C. 4.	\$ _____ Sum of a, b & d above
(p) _____	_____
Signature of DBE Sub-Contractor Authorized Agent	Date
(q) _____	_____
Printed Name	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

Trucking Reporting/Verification Form effective 5 /1/2012

**DBE Subconsultant, Subcontractor or Supplier Participation: 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. The ILUCP DBE Directory is available at www.dot.state.il.us/ucp/ucp.html and the City of Chicago's M/WBE Directory is available at <http://webapps.cityofchicago.org/mw/mw.jsp>.
- _____ 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: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____

**DBE Subconsultant, Subcontractor or Supplier Participation: Form 2023
Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal**

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- _____ 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: Arnav Amin
Position: VP Central Divison
Signature: _____

Phone contact: 718-554-2320
E-mail address: aamin@juldau.com
Date: June 2, 2014

**Good Faith Efforts Contacts Log For Soliciting
DBE Subconsultant, Subcontractor or Supplier Participation: Form 2023 continued**

Road & Bridge Recon., Elgin O'Hare Western Access Tollway

I-13-4607

Project name: Elgin Expwy

Project number: _____

Bidder name: Judlau Contracting, Inc.

Arnav Amin

Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBE subconsultants, subcontractors and suppliers. 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: Arnav Amin

Phone contact: 718-554-2320

Position: VP Central Division

E-mail address: aamin@judlau.com

Signature: _____

Date: June 2, 2014

**Good Faith Efforts Contacts Log For Soliciting
DBE Subconsultant, Subcontractor or Supplier Participation: Form 2023 continued**

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBE subconsultants, subcontractors and suppliers. 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: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____

DBE Utilization By Period Report-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(b)
15	Projected for DBE contractors/suppliers	14(b)

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	

DBE Utilization By Period Report-Form 2114
Cont'd

<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		
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		

DBE Utilization By Period Report-Form 2114
Cont'd

	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	

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)	21(b)
22	Retainage Held (\$) 22(a)	22(b)
23	Retainage Released (\$) 23(a)	23(b)
24	Comments	

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

**DBE Utilization By Period Report-Form 2114
Cont'd**

	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	

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 _____, I,

(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.:

Illinois Tollway Diversity Program Memorandum



Re: Submittal of DBE 2114/EEO 0003 Forms

Submittal Timing

To better synchronize DBE/EEO reporting requirements with that of the Tollway's sister agency, IDOT, and to allow for more time for payments to be made to DBE subcontractors, the Tollway Diversity Program adjusted the required submittal timing for the DBE/EEO on 2/19/2007, and distributed the adjustment and updated instructions to the Construction Managers:

- DBE 2114: To be submitted with every odd pay estimate, starting with Pay Estimate 3
- EEO 0003: To be submitted with every odd pay estimate, starting with Pay Estimate 3
- DBE 2115: To be submitted with the final pay estimate

From discussions with various Contractors and Field Personnel, there remains some confusion as to when the DBE 2114/EEO 0003 Forms are to be submitted and what information should be presented. To further assist in regard, please see the following example. Also, line-by-line instructions continue to remain available on the Tollway website.

Example: DBE 2114/EEO 0003 Reporting

Example Pay Estimates

Pay Est. No.	Pay Estimate Periods	Amt. Paid to DBEs During Pay Estimate Period	EEO Hours Worked During Pay Estimate Period
1	Mobilization: NTP 12/28/06 – 12/31/06	\$0	0
2	01/01/07 – 03/30/07	\$10,000	70
3	04/01/07 – 04/15/07	\$121,000	400
5	05/01/07 – 05/15/07	\$75,000	80
6	05/16/07 – 05/31/07	\$94,000	275
7	06/01/07 – 06/15/07	\$57,000	300

...continue through Final Pay Estimate

Example DBE 2114/EEO 0003 Reports

Pay Est. No.	Approximate Submittal Date	DBE/EEO Reports Submitted	Pay Est. Covered By DBE/EEO Reports	Period Covered by DBE/EEO Reports	Amt Paid to (not earned by) DBEs During Reporting Period	EEO Hours Worked During Reporting Period
1	01/05/07	NO	-	-	-	-
2	04/03/07	No	-	-	-	-
3	04/18/07	Yes	1	NPT012/31/06	\$0	0
4	05/03/07	No	-	-	-	-
5	05/18/07	Yes	2 & 3	01/01/07 – 04/15/07	\$131,000	470
6	06/03/07	No	-	-	-	-
7	06/18/07	Yes	4 & 5	04/16/07 – 05/15/07	\$159,000	400

...continue with each odd Pay Estimate

Form Versions

Tollway Diversity has been accepting older versions of the DBE/EEO forms in order to allow for adequate time to transition to the current forms. Please note use of the version of the forms currently found on the Tollway website is required as of June 1, 2009.

Look under "Contractor Invoicing" on the Tollway Website:

http://www.illinoistollway.com/portal/pgc?_pageid=133,1394054&_dad=oirtak&_schema=PORTAL#contractor

Questions/Concerns

If you have further questions or concerns regarding the submittal of DBE/EEO forms please contact:

DBE Program
dbe@getipass.com

EEO Program
form0003wfa@getipass.com

Illinois Tollway Diversity Program 06/29/2009



Capture Application Request for Login/Password

I, _____ (Print the name of signatory party) _____ (Title)

Request a Login and Password for the DBE/EEO Capture Application. I have the authority to enter DBE/EEO information for State Toll Highway Authority contract(s) _____ #

_____ # _____ # _____ #

for the Prime contractor _____; (Prime Contractor Name)

I am a: New User or I am requesting a login for additional contracts

My email address is: _____ (only for new user)

Any party preparing these DBE/EEO reports 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

Print Name

Prime Contractors Signature Date

Affidavit: For and on behalf of _____ (Printed Company Name)	
I, _____, its duly authorized agent with full power (Printed Name of Agent)	
and authority to make this certification, represent, 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: dbe@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 in Congestion Relief Plan (CRP) construction contracts.

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. 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;

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

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

- 1. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- 2. **ASIAN INDIAN:** Persons whose origins are from India, Pakistan, or Bangladesh.
- 3. **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.
- 4. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race.
- 5. **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

The Contractor must submit 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. The Contractor is required to collect all subcontractors' EEO 0003 reports and submit Contractor and subcontractor EEO 0003 data electronically to the Tollway. All EEO Form 0003 reports are then forwarded to the Construction Manager by the contractor.

The party preparing the report must certify that they have the authority to provide the information contained therein and that the information is complete and accurate. The contractor is required to submit a hard copy of EEO Form 0003, Workforce Analysis as an attachment with each pay estimate commencing with the third pay estimate and every odd pay estimate thereafter (refer to attachment). 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 attachment will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

The Contractor is responsible for maintaining a hard copy of the Contractor's and subcontractors' 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 take additional efforts to demonstrate a good faith effort to meet the EEO goals. The Contractor is not limited by the Tollway's listing 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 taking additional efforts, the Tollway will make a pre-final determination of the good faith efforts of the Contractor and will notify the designated responsible company official of the reasons for an adverse determination.

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 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, 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, General Manager of Diversity /Procurement, Attention: Ms Stephanie Stephens, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703. Telephone number (630) 241-6800 ext. 3204 E-mail address: sstephens@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's Chief of Procurement 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 Procurement 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 of its contract with the Tollway and shall subject the Contractor to sanctions.

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. 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 of future contracts to the Contractor.

XIV. INACCURATE OR FRAUDULENT REPORTING: Contractors have 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. A Contractor must maintain for a minimum of five years after the completion of the Contract adequate books, records, and supporting documents to verify the accuracy of the information supplied to the Tollway pursuant to this Special Provision. The Contractor will make such records available for inspection and audit as required by the Tollway. The Contractor will cooperate fully with any such inspection or audit and provide full access to all relevant materials.

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.

Equal Employment Opportunity
Form 0003 - Workforce Analysis



(1) Contract#

(2) Pay Estimate#

(3) Reporting Period

(9) Percentage Complete

(10) Mobilization Date

(4) Company Name

(5) Address

(6) City, State, Zip

(7) Contact

(8) Contractor Type

(11) Work Performed

(App.) APPRENTICE HOURS

No Hours to Report

(*) INDICATES REQUIRED FIELD(S)

	ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY														GRAND TOTAL ALL FEMALES		GRAND TOTAL ALL MALES	
	TOTAL MINORITY MALE ONLY				TOTAL MINORITY FEMALE ONLY				TOTAL MINORITY MALE/FEMALE				TOTAL MINORITY FEMALE ONLY		TOTAL MINORITY MALE/FEMALE			
	African American		Asian/Pacific Islander		Hispanic		White		African American		Asian/Pacific Islander		Hispanic		White			
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
TABLE (A)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
TABLE (B)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
SUBTOTALS																		
(15) African American	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
(16) Asian/Pacific Islander	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
(17) Amer. Indian/AK Native	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
(18) Hispanic	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
(19) White	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
(20) Total Hours by trade																		

YES
MUST BE SELECTED ABOVE
TO INCLUDE APPRENTICE HOURS IN TOTALS

KEY: *Hours of Managers, Supervisors, Foremen or Clerical personnel are NOT included in Trade Totals
**List each actual trade on one of the 3 blank lines before Plaza Work

(14) Job Categories	TABLE (A) - ACTUAL NON APPRENTICE EMPLOYEE HOURS				TABLE (B) - ACTUAL APPRENTICE EMPLOYEE HOURS			
	M	F	M	F	M	F	M	F
Managers								
Supervisors/Foremen								
Clerical								
Working Foreman								
Equip. Operators								
Bricklayers								
Truck Drivers								
Ironworkers								
Carpenters								
Cement Masons								
Electricians								
Orn. Iron Workers								
Painters								
Laborers								
Traffic Safety Worker								
** Plz. Trades Work								

(21) Narrative Box: Summarize effort taken to meet EEO goals during current reporting period.

AFFIDAVIT: By placing my name below, I certify that I have the authority to provide the information contained herein and that said information is complete and accurate.

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

(23) E-Mail Address

(24) Phone #

Date: 6/6/2014
 Contact Name: Craig Schmidt
 Contractor Company Name: Judlau Contracting, Inc.
 From: Maria Limonciello
 DBE Program Manager

Please note in accordance with the Procurement code (30 ILCS 500), section 5-11 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: 6/3/2014 Revision # 0
 Contract # I-13-4607 Established DBE Goal: 22.00 %
 Contract Description: 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

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		\$63,973,529.45						
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	CertAgency	Exp Date	Gender	Ethnicity
Acura, Inc.	SB	D/MBE	Concrete	\$5,428,430.00	\$5,428,430.00	8.48 %	City of Chicago	12/31/2016	M	Hispanic
Atlantic Painting Co.	SB	D/MBE	Painting	\$809,205.54	\$809,205.54	1.26 %	IDOT	4/1/2015	F	Caucasian
Brown R Cartage (dba Traffic Solutions)	Trucker	D/MBE	Trucking	\$700,000.00	\$700,000.00	1.09 %	City of Chicago	7/1/2016	M	Hispanic
Clausen Structures, Inc.	SB	D/MBE	Rebar	\$1,160,280.13	\$1,160,280.13	1.81 %	IDOT	11/1/2015	F	Caucasian
Electrical Resource Management, Inc.	Supplier	D/MBE	Electrical supply	\$105,750.44	\$63,450.26	0.09 %	IDOT	6/1/2014	M	African American
Evergreen Supply Co.	Supplier	D/MBE	Electrical supply	\$827,164.50	\$496,298.70	0.77 %	City of Chicago	2/1/2018	F	Caucasian
J Jasso Trucking, Inc.	Trucker	D/MBE	Trucking pipe	\$1,250,000.00	\$1,250,000.00	1.95 %	IDOT	12/1/2013	F	Hispanic
Midwestern Electric Co., Inc.	SB	D/MBE	Electrical work	\$454,520.00	\$454,520.00	0.71 %	City of Chicago	6/1/2017	M	Hispanic
Natural Creations Landscaping, Inc.	SB	D/MBE	Landscaping	\$1,711,033.80	\$1,711,033.80	2.67 %	IDOT	2/1/2015	M	Hispanic
Thornton Rave Construction, LLC	Supplier	D/MBE	Steel supply	\$613,359.40	\$368,015.64	0.57 %	IDOT	1/1/2016	M	African American
Thornton Rave Construction, LLC	SB	D/MBE	Manufacture steel	\$1,544,818.05	\$1,544,818.05	2.41 %	IDOT	1/1/2016	M	African American
Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	\$390,000.00	\$390,000.00	0.60 %	IDOT	8/1/2018	M	Hispanic
Total # of subcontractors: 12			TOTAL	\$14,994,561.86	\$14,376,052.12	22.47 %				
Total # of subcontractors: 11			Total %	23.43 %	22.47 %					

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM: To encourage union contractors, subcontractors and fabricators to sponsor into applicable unions and employ and retain qualified and eligible disenfranchised African Americans, Hispanics, females, ex-offenders and veterans referred to them by the Tollway.

This Earned Credit Program ("ECP") is applicable only to the Tollway's Congestion Relief Program, including the Tomorrow's Transportation Today plan adopted by the Tollway on November 20, 2008, as amended.

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. **ILLINOIS workNet /Illinois Department of Employment Security:** State of Illinois program that receives Workforce Investment Act funding to provide program eligibility and suitability assessments to individuals seeking employment and training services and supportive services to enhance the individual's success in securing and retaining employment.
- B. **TOLLWAY:** The Illinois State Toll Highway Authority.
- C. **DISENFRANCHISED:** Individuals who meet the Workforce Investment Act eligibility criteria.
- D. **ELIGIBLE:** representative reviews applicable documentation to determine economic 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, and other employment barriers.
- E. **QUALIFIED:** Individual who meets basic union requirements as identified by the specific trade union or local thereof.
- F. **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.
- G. **TOLLWAY REFERRALS:** Individuals referred to the Tollway by various agencies via community and faith-based networks that are determined to be candidates for the Earned Credit Program, have successfully completed a three-phase screening process, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- H. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- I. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- J. **EX-OFFENDER:** Individuals who have a criminal record.
- K. **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.
- L. **VETERANS:** Individuals who have served in the U.S. military and are in possession of a DD214 Form.
- M. **BASE BID:** The bid amount excluding bid credits. The successful bidder will be awarded the base bid amount.
- N. **BID CREDIT:** Bid credit earned through sponsoring, employing and retaining Illinois Tollway referrals.
- O. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- P. **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.

- Q. **WAGES EARNED:** Gross wages (excluding fringe benefits) earned by the Earned Credit Program participant(s) from the original hiring contractor/fabricator.
- R. **WORKFORCE INVESTMENT ACT (WIA):** Signed into law in 1998; creates and funds services provided through the Illinois Department of Employment Security, Illinois workNet.

IV. EARNED CREDIT PROGRAM INCENTIVES: All union contractors 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.

Only the original contractor/fabricator who sponsored and employed a Tollway referral as part of the ECP shall earn bid credits for wages earned by the participant during the life of the participant's employment with the contractor/fabricator. If the original contractor must lay the participant off due to slow work, the original contractor may re-hire the participant when employment conditions change and continue to earn bid credits as long as the re-hire takes place within one year from the date of the last lay off date.

V. CALCULATING EARNED CREDIT: Interested union contractors and fabricators may sponsor Tollway referrals into an applicable union and/or employ referrals on any 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 earned;
- B. All other skilled union trades and fabricators: 40 cents for every dollar of wages earned;
- C. Skilled Laborers: 30 cents for every dollar of wages earned.
- D. \$5,000 bonus credit for contractors who employed (for no less than one month) an ECP referral with no construction experience but evidence of successfully completing an approved training program

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 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 used to arrive at the bid credit included on Line #2 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 bid and the bid is determined responsive and responsible, and shall not be available for inclusion in any other bid.

VII. SUBCONTRACTOR AND FABRICATOR PARTICIPATION: Union 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.

In the event the prime contractor submits a subcontractor and/or fabricator's Earned Credit Certificate 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 to use the Earned Credit Certificates 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 not in a suspended or voided 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 cap. In the event of a successful bid, any bid credit exceeding shall be returned.

VIII. EARNED CREDIT REPORTING:

- A. The Contractor must submit a request for bid certificate (form 006) and evidence of wages earned through the ECP by the Tollway referrals through cancelled payroll checks or monthly union reports documenting wages earned. Failure to properly substantiate earned wages will result in the loss of earned credit(s)
- B. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES: The participating contractor or fabricator reviews the Tollway's bid letting schedule and determines whether there are upcoming 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 Tollway referrals employed by the participating firm. The firm contacts the Tollway's Diversity Department and makes an official request for a bid certificate on a 0006 form to the Tollway (via e-mail at ecp@getipass.com or fax at 630-271-7548) the following information for the Tollway to calculate an interested firm's earned credits, prior to the Tollway's issuance of an Earned Credit Certificate(s):

- A. Name of each Tollway referral that the firm is requesting bid credits on;
- B. Social security number of each of the aforementioned individuals;
- C. Union and Local each participant was sponsored into; and the Contractor's Union Benefit reports reflecting hours and wages.
- D. Beginning and end date of each individual's term of employment that the firm is "cashing in" on*.

* The participating firm shall continue to earn credits for the period of employment not previously "cashed in" on.

All hours worked may be subject to review and confirmed with the Union Local.

- 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 three working days from the date of receipt of Form 0006 by the Tollway.
- XI. LONGEVITY OF EARNED CREDIT CERTIFICATES: The Earned Credit Certificate will be voided once it is used in a successful bid. All Certificates will expire within one year of issuance. Should the same Earned Credit Certificate be submitted in multiple bids, 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 has been issued; at such time, all duplicate Earned Credit Certificates will be voided out and the remaining bid credit(s) and award criteria will be recalculated. 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 being opened first. The 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 bid certificate to the contractor.
- XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES: Any contractor who intentionally submits an Earned Credit Certificate that had been previously voided and reported as voided on the Tollway Earned Credit website 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 earned shall be permanently barred from participating in the Program. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY Illinois Department of Employment Security/Illinois workNet: Participating contractors and fabricators may be eligible to receive additional incentives from the enrolling Illinois workNet. The following is a 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. Costs to bring an ECP participant's outstanding union dues back to good standing status.

Contractors and fabricators should contact the applicable Illinois workNet for more information.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Before submitting a Proposal, 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 Proposal 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). Proposals 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 in the Proposal.

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 not less 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 Proposal Guaranty in the 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 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 to Exhibit B.

8. **NON-COLLUSION AFFIDAVIT**

The bidders must complete the Non-Collusion Affidavit furnished with the Proposal. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, annul this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and his 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 Proposal 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 must also be prequalified, or submit evidence of application, with 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 Proposal the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualification questionnaire required in the paragraph above.

Public Acts 96-0795 and 96-0920 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 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 first Proposal, 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 Proposal.

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.

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

The Contractor, and each Subcontractor of every tier, will be bound by the provisions of a Multi-Project Labor Agreement substantially similar to the Agreement attached hereto as Exhibit B, entered into between the Illinois State Toll Highway Authority and the building trades unions for the counties for this contract's activities.

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by Accurate Repro, Inc. at: www.illinoistollwayplanroom.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. Please use a font size of 11 or larger. Unit prices and extensions (total price) should be carried to two decimal places only.

20. **GOVERNOR'S EXECUTIVE ORDER NO. 98-3, ILLINOIS PROCUREMENT CODE**

This Contract is subject to provisions of the Procurement Code. Pursuant to the Illinois Procurement Code (30 ILCS 500 et seq.) and the Governor's Executive Order No. 98-3, all non-exempt Illinois Tollway contracts require the completion and execution of a Financial Disclosure and Conflicts of Interest form. The bidder shall complete and submit with its Proposal the disclosure forms found within the "W" pages.

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. **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.

22. **STATE BOARD OF ELECTIONS REGISTRATION PUBLIC ACT 95-971**

To demonstrate compliance with Public Act 95-971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids. Public Act 97-895 further amended Public Act 95-971 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.

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

Any bidder who bids on public contracts must register with the DHR 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 DHR number of 90000-00-0 or higher is valid for five years from the date of issue.

24. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

25. **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 Marinas.

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

26. **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.

27. **BID PROTEST**

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or have known of the facts giving rise to the protest.

PROTEST REVIEW OFFICE:

Chief Procurement Officer
Attn: Protest Review Office
401 S. Spring Street
Suite 518, Stratton Office Building
Springfield, IL 62706

Phone: (217) 558-2127
Fax: (217) 558-2164
Illinois Relay: (800)-526-0844

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 and 96-0920. 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 low apparent bidder is determined, all project correspondence occurring with the low apparent 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 will 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**

You must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors you will be using in the performance of this Contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section sub-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State.

30. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795 and 96-0920, Agency, Procurement Compliance Monitors may review contract documents 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 representatives. 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.

FORM A - FOR CORPORATIONS

At a meeting on June 2, 2014, the Board of Directors of

Judlau Contracting, Inc. adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Arnav Amin & Ashok Patel
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

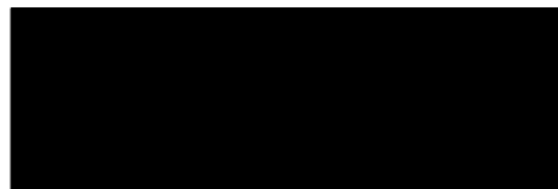
Judlau Contracting, Inc.
(Name of Corporation)

to execute the contract and any and all contract modifications or documentation
in connection with The Illinois State Toll Highway Authority’s Contract
No. I-13-4607.”

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)

6/26/14
Date



Secretary

JUDLAU CONTRACTING, INC.
a New York Corporation

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
A SPECIAL MEETING OF THE BOARD OF DIRECTORS**

The undersigned, being all of the members of the Board of Directors of Judlau Contracting, Inc., a New York Corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors, do hereby take the following actions and adopt the following resolutions by unanimous written consent pursuant to Section 708(b) of the New York Business Corporation Law, as amended, and Article III, Section 8 the Amended & Restated By-law of the Corporation (the "By-laws"):

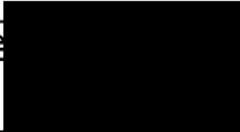

1. Authorization To Sign Contract and Modifications for Illinois State Toll Highway Authority's Contract No. I-13-4607

RESOLVED, that Arnav Amin and Ashok Patel are authorized, directed and empowered, either individually or jointly, to execute the contract, any and all contract modifications or documents in connection with the Illinois State Toll Highway Authority's Contract Number I-13-4607.


This action taken by this Board of Directors Consent shall have the same force and effect as if taken at a special meeting of the Board of Directors of the Corporation, duly called and constituted, pursuant to the By-laws of the Corporation and the laws of the State of New York. This Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Consent effective as of June 2, 2014

Name	Signature
Thomas Iovino	
Francisco Marín Andrés	
Francisco Federico Marin Nortes	
Ignacio Martinez Esteban	
Arturo Agullo Jaramillo	
Ashok Patel	

IN WITNESS WHEREOF, the undersigned have executed this Consent effective as of June 2, 2014

Name	Signature
Thomas Iovino	
Francisco Marín Andrés	
Francisco Federico Marín Nortes	
Ignacio Martínez Esteban	
Arturo Agullo Jaramillo	
Ashok Patel	

IN WITNESS WHEREOF, the undersigned have executed this Consent effective as of June 2, 2014

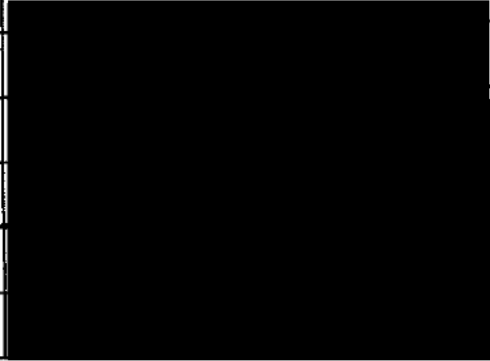
Name	Signature
Thomas Iovino	
Francisco Marín Andrés	
Francisco Federico Marín Nortes	
Ignacio Martínez Esteban	
Arturo Agullo Jaramillo	
Ashok Patel	

EXHIBIT B

**ILLINOIS STATE-TOLL HIGHWAY-AUTHORITY
MULTI-PROJECT LABOR AGREEMENT**

The Illinois State Toll Highway Authority (hereinafter the "Authority"), an Illinois administrative agency established by the Illinois Compiled Statutes, ILCS 10/1 et. seq., has determined that with respect to the purchase of construction goods and services it is in the public's interest and the Authority's interest that bidders, in order to be "responsible bidders" under Illinois law and the Authority's procurement procedures, provide their employees with medical and hospitalization benefits, retirement programs, and training and apprenticeship programs registered with the Department of Labor's Bureau of Apprenticeship & Training.

Furthermore, the Authority has determined that it is in the public's interest to reduce friction or conflict among construction workers employed on Authority operated sites and to avoid labor strife and jurisdictional disputes that can cause delays in the completion of construction work.

Thus in order to avoid any interference with construction work, including, by way of example but not by way of limitation, any interference that might result from recognitional or informational picketing, and, as a result, to facilitate timely and orderly construction, the Authority, having the power to contract for construction goods and services pursuant to law, hereby agrees with the SEE ATTACHED SIGNATURES. Building Trades Council (hereinafter the "Council") and the SEE ATTACHED SIGNATURE SHEET Union (hereinafter the "Union"), which is affiliated with the Council, as follows:

1. The Authority shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other work to be done at the site of any Authority construction project (hereinafter "construction work"), to any person, firm, company or entity that does not have a current collective bargaining agreement with the AFL-CIO Building & Construction Trades Department affiliated union that has jurisdiction over the particular construction work in question. Copies of all such collective bargaining agreements (and any amendments thereto), which agreements are incorporated herein, are to be filed with the Authority by the Council. The provisions contained in these collective bargaining agreements shall apply to contractors and subcontractors, irrespective of tier level, performing construction work for the Authority or performing construction work on a site operated by the Authority.
2. A contractor or subcontractor which is a successful bidder with respect to Authority construction work, but which is not signatory to an applicable collective bargaining agreement incorporated herein, shall be required to execute such an applicable collective bargaining agreement within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified.

EXHIBIT B

3. During the term of this Agreement, the Authority and its contractors and subcontractors shall engage in no lockout against the Council or any affiliated union at any sites of Authority construction work.
4. During the term of this Agreement, neither the Council nor any affiliated unions, or any of their members, officers, stewards, agents, representatives, or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, work cessation, or work interruption regarding, or in any picketing of, the construction projects of the Authority for any reason whatsoever including, by way of example but not by way of limitation: (a) the existence of a dispute between the Authority or any contractor or any subcontractor and any Building Trades Council, affiliated union, labor organization, employee, or (b) sympathy with any Building Trades Council, affiliated union, labor organization, or employee.

The Council and the Union will use their best efforts to prevent any union affiliated with the Council (including the Union); and any members thereof, from committing any of the acts prohibited by this Section 4, but in the event such any such acts take place the Council and the Union will use their best efforts (including full disciplinary power under their respective Constitution and By-Laws) to cause an immediate cessation thereof.

The Authority, the Union, and the Council expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to enjoin any violation of this Section 4.
5. In the event any jurisdictional dispute arises between any affiliated unions (including the Union) or between Building Trades Councils, the Council and the Union will both use their best efforts to resolve said dispute in an expeditious manner.
6. In the event a dispute arises between the Authority of a contractor or a subcontractor of any tier and the Union and/or the Council and/or an affiliated union with the Council and/or any fringe benefit trust fund in which an affiliated union participates, as to the payment of fringe benefits provided for under an applicable collective bargaining agreement incorporated herein, upon proper notices to the Authority by the Council or the Union or the union affiliated with the Council, as the case may be, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic or final payment, by either the Authority or a contractor, as the case may be.
7. During the term of this Agreement, all employees represented by the Union and by unions affiliated with the Council shall continue to work and to perform all their obligations on Authority construction projects despite the expiration of any local or other collective bargaining agreement.
8. In the event of any inconsistency between this Agreement and any collective bargaining agreement incorporated herein, the terms of this Agreement shall prevail.
9. This Agreement may not be modified or changed except by the subsequent written agreement of the parties hereto.

EXHIBIT B

10. If any provision, section, sub-section or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision, section, sub-section, or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions, sections, sub-sections, and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give the effect to the intention of the parties insofar as that is possible. In addition, the parties hereto expressly empower a court of competent jurisdiction to modify any terms of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

This Agreement shall be effective on April 21 1994.

Date 4.29.94

For: Illinois State Toll Highway Authority

[Redacted Signature]

Chairman

[Redacted Signature]

Executive Director

For:

NUJL

Building Trades Council

[Redacted Signature]

For:

Palermakers #60

Union of Plumbers

[Redacted Signature]

NUJL

Building Trades Council

[Redacted Signature]

STITUTIONALITY

ATTORNEY GENERAL STATE OF ILLINOIS

EXHIBIT B

ADDENDUM TO THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY MULTI-PROJECT
LABOR AGREEMENT

This Addendum made by and between all parties to The Illinois State Toll Highway Authority Multi-Project Agreement ("Agreement").

WHEREAS, the Authority wishes to minimize the possibility that picketing, strikes or other labor disputes might interfere with construction work performed for the Authority or on sites operated by the Authority; and

WHEREAS, the Authority has previously included as a bid specification a Multi-Project Labor Agreement designed to minimize the possibility of picketing, strikes or other labor disputes which might interfere with construction work performed for the Authority or on sites operated by the Authority; and

WHEREAS, litigation challenging the Authority's bid specifications and Multi-Project Labor Agreement has been instituted and is proceeding; and

WHEREAS, the Authority and other parties to this Agreement recognize that the aforesaid litigation, until resolved, leaves certain issues in dispute which may, in and of themselves, interfere with Authority business; and

WHEREAS, in order to avoid further interference and to attempt to create an atmosphere conducive to the efficient operation of the Authority during the pendency of the litigation.

IT IS HEREBY agreed as follows:

1. This Agreement applies solely to construction workers performing work for the Authority or performing construction work on a site operated by the Authority. This Agreement does not apply to Authority employees not engaged in construction work. This Agreement does not require Authority employees not engaged in construction work to be subject to any collective bargaining agreement.
2. This Agreement does not apply to contracts or subcontracts let out by the Authority on a non-bid basis, or the Authority's maintenance services, professional services or procurement purchases.

EXHIBIT B

3. Paragraph 2 of the Agreement may be satisfied by a contractor or subcontractor which executes within the time period referenced therein an applicable collective bargaining agreement limited to the construction work performed for the Authority or to the construction work performed on a site operated by the Authority.

DATE: 4-29-94

FOR: ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

BY:

[Redacted Signature]

BY:

Robert A. Anderson
EXECUTIVE DIRECTOR

FOR: Chicago Cook County

BY:

[Redacted Signature]

FOR: LAKE COUNTY

BY:

[Redacted Signature]

FOR: Will County

BY:

[Redacted Signature]

FOR: Fishers Indiana

BY:

[Redacted Signature]

FOR: Mallinaw Co

BY:

[Redacted Signature]

FOR: DeKalb Co GA

BY:

[Redacted Signature]

1/29/94
[Redacted Signature]

Approved as to form and

[Redacted Signature]

validity

Attorney General, State of Illinois

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
PROPOSAL**

CONTRACT NO. I-13-4607

Proposals will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, June 3, 2014 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: construction of new interchange ramp bridge structures and associated ramps, installation of storm sewers and drainage improvements, retaining wall construction, earthwork, installation of guardrail and concrete barrier, landscaping and erosion control, lighting, Intelligent Transportation systems (ITS) elements, maintenance of traffic, pavement markings and other miscellaneous work.

The services will be performed within the: Elgin O'Hare Expressway at I-290 Interchange (Mile Post 12.0 to Mile Post 12.9), DuPage County, Illinois.

The undersigned declares that he has carefully examined the Advertisement for Bids, Instructions to Bidders, this Proposal 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, and that he has inspected in detail the site of the proposed Work, and that he has familiarized himself with all of the conditions affecting the Contract, and that he has satisfied himself as to The Work to be done and the conditions under which it must be carried out, and understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same.

The undersigned hereby tenders this proposal 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> May 14, 2014 </u>
Addendum No. <u> 2 </u>	Date <u> MAY 23, 2014 </u>
Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>

The undersigned further agrees to furnish all necessary transportation, machinery, equipment, tools, labor and other means of construction; and to do all the work and to furnish all of the materials specified in the Contract in the manner and at the times prescribed under the supervision and direction of the 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 NO. I-13-4607
 ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
 SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	3,749		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1,740		
	20101000	TEMPORARY FENCE	FOOT	2,802		
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	1,734		
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	5,202		
	20200100	EARTH EXCAVATION	CU YD	431,265		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	15,885		
	20400800	FURNISHED EXCAVATION	CU YD	58,007		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	257		
	20800150	TRENCH BACKFILL	CU YD	6,397		
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	14,975		
	25200110	SODDING, SALT TOLERANT	SQ YD	930		
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	1,168		
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	56,555		
	28100105	STONE RIPRAP, CLASS A3	SQ YD	120		
	28100107	STONE RIPRAP, CLASS A4	SQ YD	17		
	28200200	FILTER FABRIC	SQ YD	17		
	28100103	STONE RIPRAP, CLASS A2	SQ YD	120		
	30201500	LIME	TON	672		
	30201600	FLY ASH	TON	746		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
D1	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	15,885		
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12'	SQ YD	22,437		
D1	30300121	AGGREGATE SUBGRADE IMPROVEMENT 21'	SQ YD	8,350		
	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4'	SQ YD	23,348		
	31102000	SUBBASE GRANULAR MATERIAL, TYPE C	CU YD	729		
	31200502	STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	SQ YD	22,999		
	40300100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	105,242		
	40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	2,806		
	40603240	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90	TON	319		
	40603595	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	TON	248		
	40701936	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 12 3/4"	SQ YD	3,867		
	42000501	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	10,440		
	42100200	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	SQ YD	2,530		
	42100380	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 14"	SQ YD	3,127		
	42100615	PAVEMENT REINFORCEMENT	SQ YD	5,657		
	44000100	PAVEMENT REMOVAL	SQ YD	85,930		
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,309		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	357		
	44001980	CONCRETE BARRIER REMOVAL	FOOT	4,272		
	44003100	MEDIAN REMOVAL	SQ FT	30,264		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT NO. I-13-4607
 ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	44004000	PAVED DITCH REMOVAL	FOOT	91		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	28,942		
	44213200	SAW CUTS	FOOT	8,844		
	48101820	AGGREGATE SHOULDERS, TYPE B 10"	SQ YD	4,903		
	48203021	HOT-MIX ASPHALT SHOULDERS, 6"	SQ YD	593		
	48300500	PORTLAND CEMENT CONCRETE SHOULDERS 10"	SQ YD	4,592		
	48300820	PORTLAND CEMENT CONCRETE SHOULDERS 14"	SQ YD	4,786		
	50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	6		
	50105220	PIPE CULVERT REMOVAL	FOOT	1,794		
	60157300	PROTECTIVE SHIELD	SQ YD	9,410		
	60200100	STRUCTURE EXCAVATION	CU YD	4,062		
	50200450	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CU YD	257		
	50300225	CONCRETE STRUCTURES	CU YD	2,889.9		
	50300256	CONCRETE SUPERSTRUCTURE	CU YD	539.8		
	50300280	BRIDGE DECK GROOVING	SQ YD	9,785		
	60300285	FORM LINER TEXTURED SURFACE	SQ FT	1,859		
	60300300	PROTECTIVE COAT	SQ YD	13,031		
	60500506	STUD SHEAR CONNECTORS	EACH	33,027		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	787,535		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	44004000	PAVED DITCH REMOVAL	FOOT	91		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	26,942		
	44213200	SAW CUTS	FOOT	8,844		
	48101620	AGGREGATE SHOULDERS, TYPE B 10"	SQ YD	4,903		
	48203021	HOT-MIX ASPHALT SHOULDERS, 6"	SQ YD	593		
	48300500	PORTLAND CEMENT CONCRETE SHOULDERS 10"	SQ YD	4,592		
	48300820	PORTLAND CEMENT CONCRETE SHOULDERS 14"	sq yd	4,766		
	50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1		
	60104400	CONCRETE HEADWALL REMOVAL	EACH	6		
	50105220	PIPE CULVERT REMOVAL	FOOT	1,794		
	50157300	PROTECTIVE SHIELD	SQ YD	9,410		
	50200100	STRUCTURE EXCAVATION	CU YD	4,062		
	50200460	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CU YD	257		
	50300225	CONCRETE STRUCTURES	CU YD	2,889.8		
	60300255	CONCRETE SUPERSTRUCTURE	CU YD	539.8		
	50300280	BRIDGE DECK GROOVING	SQ YD	9,785		
	50300285	FORM LINER TEXTURED SURFACE	SQ FT	1,659		
	50300300	PROTECTIVE COAT	SQ YD	13,031		
	50500605	STUD SHEAR CONNECTORS	EACH	33,027		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	767,535		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	50800515	BAR SPLICERS	EACH	157		
	51100100	SLOPE WALL 4 INCH	SQ YD	2,709		
	51201400	FURNISHING STEEL PILES HP10X42	FOOT	2,540		
	51201600	FURNISHING STEEL PILES HP12X53	FOOT	4,560		
	51201600	FURNISHING STEEL PILES HP14X73	FOOT	13,824		
	51202000	FURNISHING STEEL PILES HP14X102	FOOT	2,072		
*	51202305	DRIVING PILES	FOOT	22,661		
	51203400	TEST PILE STEEL HP10X42	EACH	8		
	51203600	TEST PILE STEEL HP12X53	EACH	6		
	51203800	TEST PILE STEEL HP14X73	EACH	13		
	51204000	TEST PILE STEEL HP14X102	EACH	4		
	52000110	PREFORMED JOINT STRIP SEAL	FOOT	514		
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	13		
	52100520	ANCHOR BOLTS, 1"	EACH	104		
	52100530	ANCHOR BOLTS, 1 1/4"	EACH	48		
	52100540	ANCHOR BOLTS, 1 1/2"	EACH	66		
	54002020	EXPANSION BOLTS 3/4 INCH	EACH	18		
	54003000	CONCRETE BOX CULVERTS	CU YD	8.9		
	54244805	INLET BOX, STANDARD 542501	EACH	6		
	54248510	CONCRETE COLLAR	CU YD	5		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
BDE	54260311	TRAVERSABLE PIPE GRATE	FOOT	2		
BDE	54261315	CONCRETE END SECTION, STANDARD 542001, 15", 1:3	EACH	3		
BDE	54261318	CONCRETE END SECTION, STANDARD 542001, 18", 1:3	EACH	3		
BDE	54261330	CONCRETE END SECTION, STANDARD 542001, 30", 1:3	EACH	3		
BDE	54261336	CONCRETE END SECTION, STANDARD 542001, 36", 1:3	EACH	1		
BDE	54261342	CONCRETE END SECTION, STANDARD 542001, 42", 1:3	EACH	1		
BDE	54261348	CONCRETE END SECTION, STANDARD 542001, 48", 1:3	EACH	1		
BDE	54261354	CONCRETE END SECTION, STANDARD 542001, 64", 1:3	EACH	2		
BDE	54261360	CONCRETE END SECTION, STANDARD 542001, 60", 1:3	EACH	2		
BDE	54261636	CONCRETE END SECTION, STANDARD 542001, 36", 1:6	EACH	2		
BDE	54262336	CONCRETE END SECTION, STANDARD 542006, 36", 1:3	EACH	4		
BDE	54263348	CONCRETE END SECTION, STANDARD 542011, 48", 1:3	EACH	2		
BDE	54264330	CONCRETE END SECTION, STANDARD 542016, 30", 1:3	EACH	2		
	5421A012	PIPE CULVERTS, CLASS A, TYPE 1 12" (TEMPORARY)	FOOT	93		
	5421A024	PIPE CULVERTS, CLASS A, TYPE 1 24" (TEMPORARY)	FOOT	578		
	5421A048	PIPE CULVERTS, CLASS A, TYPE 1 48" (TEMPORARY)	FOOT	179		
	542A1069	PIPE CULVERTS, CLASS A, TYPE 2 24"	FOOT	329		
	542A1081	PIPE CULVERTS, CLASS A, TYPE 2 36"	FOOT	466		
	542A1099	PIPE CULVERTS, CLASS A, TYPE 2 54"	FOOT	70		
	542A1900	PIPE CULVERTS, CLASS A, TYPE 3 15"	FOOT	99		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	542A1916	PIPE CULVERTS, CLASS A, TYPE 3 30"	FOOT	149		
	542A1921	PIPE CULVERTS, CLASS A, TYPE 3 36"	FOOT	708		
	542A1927	PIPE CULVERTS, CLASS A, TYPE 3 42"	FOOT	181		
	542A2749	PIPE CULVERTS, CLASS A, TYPE 4 24"	FOOT	60		
	542A2755	PIPE CULVERTS, CLASS A, TYPE 4 30"	FOOT	166		
	542A2767	PIPE CULVERTS, CLASS A, TYPE 4 42"	FOOT	209		
	542A3379	PIPE CULVERTS, CLASS A, TYPE 5 24"	FOOT	127		
	542A4009	PIPE CULVERTS, CLASS A, TYPE 6 24"	FOOT	54		
	542A4033	PIPE CULVERTS, CLASS A, TYPE 6 48"	FOOT	134		
	542A4045	PIPE CULVERTS, CLASS A, TYPE 6 60"	FOOT	318		
	542A8203	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 18"	FOOT	434		
	542A8215	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 30"	FOOT	8		
	542A8233	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 48"	FOOT	82		
	642A8333	PIPE CULVERTS, CLASS A, TYPE 3 EQUIVALENT ROUND-SIZE 48"	FOOT	137		
	542JA036	PIPE CULVERTS, CLASS A 36" (JACKED)	FOOT	230		
	642JA042	PIPE CULVERTS, CLASS A 42" (JACKED)	FOOT	172		
	542JA048	PIPE CULVERTS, CLASS A 48" (JACKED)	FOOT	369		
	650A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	89		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	6,081		
	650A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	865		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	542A1915	PIPE CULVERTS, CLASS A, TYPE 3 30"	FOOT	149		
	542A1921	PIPE CULVERTS, CLASS A, TYPE 3 36"	FOOT	708		
	542A1927	PIPE CULVERTS, CLASS A, TYPE 3 42"	FOOT	181		
	542A2749	PIPE CULVERTS, CLASS A, TYPE 4 24"	FOOT	60		
	542A2755	PIPE CULVERTS, CLASS A, TYPE 4 30"	FOOT	166		
	542A2767	PIPE CULVERTS, CLASS A, TYPE 4 42"	FOOT	209		
	542A3379	PIPE CULVERTS, CLASS A, TYPE 5 24"	FOOT	127		
	542A4009	PIPE CULVERTS, CLASS A, TYPE 6 24"	FOOT	54		
	542A4033	PIPE CULVERTS, CLASS A, TYPE 6 48"	FOOT	134		
	542A4045	PIPE CULVERTS, CLASS A, TYPE 6 60"	FOOT	318		
	542A8203	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 18"	FOOT	434		
	542A8215	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 30"	FOOT	8		
	542A8233	PIPE CULVERTS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 48"	FOOT	82		
	642A8333	PIPE CULVERTS, CLASS A, TYPE 3 EQUIVALENT ROUND-SIZE 48"	FOOT	137		
	542JA036	PIPE CULVERTS, CLASS A 36" (JACKED)	FOOT	230		
	542JA042	PIPE CULVERTS, CLASS A 42" (JACKED)	FOOT	172		
	542JA048	PIPE CULVERTS, CLASS A 48" (JACKED)	FOOT	369		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	89		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	6,081		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	923		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	166		
	550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	256		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	60		
	550A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	421		
	660A0490	STORM SEWERS, CLASS A, TYPE 2 54"	FOOT	60		
	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	5		
	550A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	41		
	650A0760	STORM SEWERS, CLASS A, TYPE 3 36"	FOOT	485		
	550A0770	STORM SEWERS, CLASS A, TYPE 3 42"	FOOT	212		
	550A0790	STORM SEWERS, CLASS A, TYPE 3 54"	FOOT	174		
	550A0960	STORM SEWERS, CLASS A, TYPE 4 15"	FOOT	152		
	650A0980	STORM SEWERS, CLASS A, TYPE 4 18"	FOOT	533		
	550A1080	STORM SEWERS, CLASS A, TYPE 4 48"	FOOT	38		
	550A1100	STORM SEWERS, CLASS A, TYPE 4 60"	FOOT	38		
	550A2800	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 36"	FOOT	81		
	55100200	STORM SEWER REMOVAL 6"	FOOT	126		
	55100300	STORM SEWER REMOVAL 6"	FOOT	98		
	55100500	STORM SEWER REMOVAL 12"	FOOT	1,555		
	65100700	STORM SEWER REMOVAL 15"	FOOT	68		
	55100900	STORM SEWER REMOVAL 18"	FOOT	888		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	107		
	550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	256		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	60		
	550A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	421		
	550A0490	STORM SEWERS, CLASS A, TYPE 2 54"	FOOT	60		
	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	FOOT	5		
	650A0660	STORM SEWERS, CLASS A, TYPE 3 15"	FOOT	41		
	550A0750	STORM SEWERS, CLASS A, TYPE 3 36"	FOOT	485		
	550A0770	STORM SEWERS, CLASS A, TYPE 3 42"	FOOT	212		
	550A0790	STORM SEWERS, CLASS A, TYPE 3 54"	FOOT	174		
	550A0960	STORM SEWERS, CLASS A, TYPE 4 15"	FOOT	152		
	550A0980	STORM SEWERS, CLASS A, TYPE 4 18"	FOOT	533		
	550A1080	STORM SEWERS, CLASS A, TYPE 4 48"	FOOT	39		
	550A1100	STORM SEWERS, CLASS A, TYPE 4 60"	FOOT	38		
	660A2600	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 36"	FOOT	81		
	55100200	STORM SEWER REMOVAL 6"	FOOT	126		
	55100300	STORM SEWER REMOVAL 8"	FOOT	98		
	55100500	STORM SEWER REMOVAL 12"	FOOT	1,555		
	55100700	STORM SEWER REMOVAL 15"	FOOT	58		
	55100900	STORM SEWER REMOVAL 18"	FOOT	988		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	55101200	STORM SEWER REMOVAL 24"	FOOT	218		
	55101400	STORM SEWER REMOVAL 30"	FOOT	191		
	55101600	STORM SEWER REMOVAL 36"	FOOT	640		
	55101900	STORM SEWER REMOVAL 48"	FOOT	174		
	55102100	STORM SEWER REMOVAL 60"	FOOT	120		
*	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	5		
*	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	89		
	58700300	CONCRETE SEALER	SQ FT	10,188		
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	1,108		
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	143.7		
	60100060	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	21		
	60108100	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	854		
	60108200	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	3,197		
	60108300	PIPE UNDERDRAINS 8" (SPECIAL)	FOOT	11		
*	60109510	PIPE UNDERDRAINS, FABRIC LINED TRENCH 4"	FOOT	7,881		
*	60109520	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	25,782		
	60200106	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
	60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	3		
	60201310	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20 FRAME AND GRATE	EACH	20		
	60204505	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	1		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	60205010	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 20 FRAME AND GRATE	EACH	1		
	60206600	CATCH BASINS, TYPE B, TYPE 7 GRATE	EACH	5		
	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8		
	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2		
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5		
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9		
	60224468	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 8 GRATE	EACH	2		
	60224469	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60285700	VALVE VAULTS TO BE ADJUSTED	EACH	1		
	60500040	REMOVING MANHOLES	EACH	5		
	60500050	REMOVING CATCH BASINS	EACH	47		
	60500060	REMOVING INLETS	EACH	5		
	60802500	CONCRETE GUTTER, TYPE A	FOOT	775		
	60618320	CONCRETE MEDIAN SURFACE, 6 INCH	SQ FT	9,838		
	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	375		
	63000003	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	187.5		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	3		
	63100069	TRAFFIC BARRIER TERMINAL, TYPE 6B	EACH	2		
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	5		
	63200310	GUARDRAIL REMOVAL	FOOT	2,432		
	63500105	DELINEATORS	EACH	112		
	63700175	CONCRETE BARRIER, SINGLE FACE, 42 INCH HEIGHT	FOOT	2,328		
	63700275	CONCRETE BARRIER, DOUBLE FACE, 42 INCH HEIGHT	FOOT	108		
	63700900	CONCRETE BARRIER BASE	FOOT	2,435		
BDE	63800920	MODULAR GLARE SCREEN SYSTEM, TEMPORARY	FOOT	5,088		
	64200108	SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	8,712		
	64200116	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	6,428		
	68400305	CHAIN LINK FENCE, 6'	FOOT	2,000		
	68600105	FURNISHING AND ERECTING RIGHT OF WAY MARKERS	EACH	8		
	70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	610		
	70106800	CHANGEABLE MESSAGE SIGN	CAL MO	54		
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	46,925		
*	70400100	TEMPORARY CONCRETE BARRIER	FOOT	10,312.5		
*	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	25,150.0		
	70800240	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	EACH	4		
	70800260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	9		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	3		
	63100089	TRAFFIC BARRIER TERMINAL, TYPE 6B	EACH	2		
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	5		
	63200310	GUARDRAIL REMOVAL	FOOT	2,432		
	63500105	DELINEATORS	EACH	112		
	63700175	CONCRETE BARRIER, SINGLE FACE, 42 INCH HEIGHT	FOOT	2,326		
	63700275	CONCRETE BARRIER, DOUBLE FACE, 42 INCH HEIGHT	FOOT	108		
	63700900	CONCRETE BARRIER BASE	FOOT	2,435		
BDE	63800920	MODULAR GLARE SCREEN SYSTEM, TEMPORARY	FOOT	5,098		
	64200108	SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	8,712		
	64200116	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	8,426		
	66400306	CHAIN LINK FENCE, 6'	FOOT	2,000		
	66600105	FURNISHING AND ERECTING RIGHT OF WAY MARKERS	EACH	8		
	70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	810		
	70106800	CHANGEABLE MESSAGE SIGN	CAL MO	54		
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	46,925		
*	70400100	TEMPORARY CONCRETE BARRIER	FOOT	10,962.5		
*	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	33,462.5		
	70600240	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE), TEST LEVEL 2	EACH	4		
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	9		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	70800332	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	23		
	72000100	SIGN PANEL - TYPE 1	SQ FT	146		
	72000200	SIGN PANEL - TYPE 2	SQ FT	832		
	72000300	SIGN PANEL - TYPE 3	SQ FT	5,995		
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	27		
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	81		
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	28		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	1,091		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	7,218		
	73000100	WOOD SIGN SUPPORT	FOOT	842		
	73300100	OVERHEAD SIGN STRUCTURE - SPAN, TYPE I-A (4'-0" X 4'-6")	FOOT	177		
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (6'-0" X 7'-0")	FOOT	107		
	73400100	CONCRETE FOUNDATIONS	CU YD	15.9		
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	78.3		
	73800100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1		
	73800200	REMOVE OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	6		
	73802000	REMOVE OVERHEAD SIGN STRUCTURE - BRIDGE MOUNTED	EACH	1		
	73700100	REMOVE GROUND MOUNT SIGN SUPPORT	EACH	4		
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	4		
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	10		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	17		
	72000100	SIGN PANEL - TYPE 1	SQ FT	148		
	72000200	SIGN PANEL - TYPE 2	SQ FT	832		
	72000300	SIGN PANEL - TYPE 3	SQ FT	5,996		
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	27		
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	81		
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	28		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	745		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	7,218		
	73000100	WOOD SIGN SUPPORT	FOOT	842		
	73300100	OVERHEAD SIGN STRUCTURE - SPAN, TYPE I-A (4'-0" X 4'-6")	FOOT	177		
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	107		
	73400100	CONCRETE FOUNDATIONS	CU YD	15.9		
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	76.3		
	73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1		
	73600200	REMOVE OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	6		
	73700100	REMOVE GROUND MOUNT SIGN SUPPORT	EACH	4		
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	4		
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	10		
	73800100	STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - SPAN	EACH	18		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	6,108		
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3,457		
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	592		
	78003120	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 5"	FOOT	3,110		
	78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	280		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	33,850		
	78005120	EPOXY PAVEMENT MARKING - LINE 5"	FOOT	9,434		
	78005140	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	15,276		
	78005150	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	1,252		
	78005180	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	77		
	78008200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	72		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11,899		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	4,426		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	11,992		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	1,417		
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	956		
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	2,250		
***	78200410	GUARDRAIL MARKERS, TYPE A	EACH	9		
***	78200520	BARRIER WALL MARKERS, TYPE B	EACH	16		
***	78200630	BARRIER WALL MARKERS, TYPE C	EACH	680		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	73800200	STRUCTURAL STEEL SUPPORT FOR OVERHEAD SIGN STRUCTURE - CANTILEVER	EACH	1		
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	6,108		
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	3,457		
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	592		
	78003120	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 5"	FOOT	3,110		
	78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	290		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	33,850		
	78005120	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	9,434		
	78005140	EPOXY PAVEMENT MARKING - LINE 8"	FOOT	16,278		
	78005150	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	1,252		
	78005180	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	77		
	78008200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	72		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11,899		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	4,428		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	11,992		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	1,417		
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	856		
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	2,250		
***	78200410	GUARDRAIL MARKERS, TYPE A	EACH	9		
***	78200520	BARRIER WALL MARKERS, TYPE B	EACH	16		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
***	78201000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	78300100	PAVEMENT MARKING REMOVAL	SQ FT	271,035		
*	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1,007		
	80400100	ELECTRIC SERVICE INSTALLATION	EACH	4		
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,641		
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	457		
	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103		
	81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,767		
	81100805	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	80		
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	649		
	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	36		
	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	21		
	81400200	HEAVY-DUTY HANDHOLE	EACH	15		
	81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,620		
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	9,450		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,185		
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,555		
	81702415	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,890		
	81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	190		
	81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	161		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	78201000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
	78300100	PAVEMENT MARKING REMOVAL	SQ FT	271,036		
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1,007		
	80400100	ELECTRIC SERVICE INSTALLATION	EACH	4		
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,878		
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	420		
	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103		
	81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA, PVC COATED GALVANIZED STEEL	FOOT	2,787		
	81100605	CONDUIT ATTACHED TO STRUCTURE, 3" DIA, PVC COATED GALVANIZED STEEL	FOOT	80		
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA, PVC	FOOT	1,062		
	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	36		
	81300630	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	18		
	81400200	HEAVY-DUTY HANDHOLE	EACH	16		
	81603081	UNIT DUCT, 600V, 3-1/C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,620		
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	6,863		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,136		
	81702160	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	3,406		
	81702416	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,890		
	81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	190		
	81702460	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	161		

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 Addendum No.1

P-14R

MAY 14, 2014

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
***	78201000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	78300100	PAVEMENT MARKING REMOVAL	SQ FT	271,035		
*	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	1,007		
	80400100	ELECTRIC SERVICE INSTALLATION	EACH	4		
	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	4,878		
	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	420		
	81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	103		
	81100320	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,767		
	81100805	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	80		
	81200230	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,062		
	81300220	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	38		
	81300530	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	18		
	81400200	HEAVY-DUTY HANDHOLE	EACH	15		
	81603081	UNIT DUCT, 600V, 3-1/C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	9,495		
	81702110	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	8,883		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,375		
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	4,125		
	81702415	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 6	FOOT	4,890		
	81702441	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 2-12/C, 1-12/C GROUND	FOOT	190		
	81702450	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10	FOOT	161		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	14,355		
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	10,432		
D1	82102400	LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT	EACH	21		
D1	82107200	UNDERPASS LUMINAIRE, 100 WATT, HIGH PRESSURE SODIUM VAPOR	EACH	36		
	83050825	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. DAVIT ARM	EACH	21		
	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	367		
	83600205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	19		
	84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	EACH	113		
	84200800	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	62		
	84200804	REMOVAL OF POLE FOUNDATION	EACH	66		
	84500110	REMOVAL OF LIGHTING CONTROLLER	EACH	1		
	84500130	REMOVAL OF LIGHTING CONTROLLER FOUNDATION	EACH	1		
D1	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2		
	86300200	CONTROLLER CABINET TYPE II	EACH	2		
	87800200	CONCRETE FOUNDATION, TYPE D	FOOT	21		
	87900200	DRILL EXISTING HANDHOLE	EACH	5		
D1	89000100	TEMPORARY TRAFFIC SIGNAL INSTALLATION	EACH	2		
*	89500500	CABINET HOUSING EQUIPMENT RELOCATION	EACH	4		
*	89500510	CABINET HOUSING EQUIPMENT REMOVAL	EACH	6		
	89502200	MODIFY EXISTING CONTROLLER	EACH	1		
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	3,227		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	15,490		
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	10,250		
D1	82102400	LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT	EACH	21		
D1	82107200	UNDERPASS LUMINAIRE, 100 WATT, HIGH PRESSURE SODIUM VAPOR	EACH	36		
	83050825	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. DAVIT ARM	EACH	21		
	83800200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	387		
	83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	18		
	84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	EACH	111		
	84200600	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	58		
	84200604	REMOVAL OF POLE FOUNDATION	EACH	62		
	84500110	REMOVAL OF LIGHTING CONTROLLER	EACH	1		
	84500130	REMOVAL OF LIGHTING CONTROLLER FOUNDATION	EACH	1		
D1	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2		
	86300200	CONTROLLER CABINET TYPE II	EACH	2		
	87800200	CONCRETE FOUNDATION, TYPE D	FOOT	21		
	87900200	DRILL EXISTING HANDHOLE	EACH	6		
D1	89000100	TEMPORARY TRAFFIC SIGNAL INSTALLATION	EACH	2		
	89500500	CABINET HOUSING EQUIPMENT RELOCATION	EACH	4		
	89500510	CABINET HOUSING EQUIPMENT REMOVAL	EACH	5		
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	3,227		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	89502380	REMOVE EXISTING HANDHOLE	EACH	15		
*	89502385	REMOVE EXISTING CONCRETE FOUNDATION	EACH	5		
	A2000120	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	25		
	A2002320	TREE, BETULA NIGRA (RIVER BIRCH), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	21		
	A2002520	TREE, CARPINUS CAROLINIANA (AMERICAN HORNBEAM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	18		
	A2005316	TREE, LIQUIDAMBAR STYRACIFLUA (AMERICAN SWEETGUM), 2" CALIPER, BALLED AND BURLAPPED	EACH	17		
	A2005520	TREE, NYSSA SYLVATICA (BLACK TUPELO), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	39		
	A2005620	TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	20		
	A2006420	TREE, QUERCUS ALBA (WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	8		
	A2006720	TREE, QUERCUS MACROCARPA (BUR OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	20		
	A2007230	TREE, ROBINIA PSEUDOACACIA BENJAMIN (BENJAMIN BLACK LOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	24		
	A2008819	TREE, ULMUS AMERICANA VALLEY FORGE (VALLEY FORGE AMERICAN ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	15		
	A2012116	TREE, AESCULUS X AUTUMN SPLENDOR (AUTUMN SPLENDOR BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	28		
	A2018720	TREE, ULMUS CARPINIFOLIA MORTON, (ACCOLADE ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	13		
	B2000668	TREE, AMELANCHIER X GRANDIFLORA (APPLE SERVICEBERRY), 7' HEIGHT, SHRUB FORM, BALLED AND BURLAPPED	EACH	43		
	B2001620	TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 2-1/2" CALIPER TREE FORM, BALLED AND BURLAPPED	EACH	42		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	B2005468	TREE, PRUNUS VIRGINIANA SCHUBERT (SCHUBERT CHOKEBERRY), 6' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	15		
	B2010070	TREE, CLADRASTIS KENTUCKEA (AMERICAN YELLOWWOOD), 2" CALIPER, BALLED AND BURLAPPED	EACH	8		
	C2001120	SHRUB, CEANOTHUS AMERICANUS (NEW JERSEY TEA), CONTAINER GROWN, 3-GALLON	EACH	105		
	C2012472	SHRUB, VIBURNUM LENTAGO (NANNYBERRY VIBURNUM), 6' HEIGHT, BALLED AND BURLAPPED	EACH	34		
	C2017136	SHRUB, VIBURNUM DENTATUM AUTUMN JAZZ (AUTUMN JAZZ VIBURNUM), 3' HEIGHT, BALLED AND BURLAPPED	EACH	72		
	C2C01936	SHRUB, CORNUS SERICEA BAILEYI (BAILEY REDOSIER DOGWOOD), 3' CONTAINER	EACH	166		
	C2C03036	SHRUB, FORSYTHIA NORTHERN SUN (NORTHERN SUN BORDER FORSYTHIA), 3' HEIGHT, CONTAINER	EACH	77		
	C2C03120	SHRUB, FORSYTHIA X INTERMEDIA HAPPY CENTENNIAL (HAPPY CENTENNIAL FORSYTHIA), 18" HEIGHT, CONTAINER	EACH	40		
	C2C04738	SHRUB, PHYSCARPUS OPULIFOLIUS SUMMER (SUMMER WINE COMMON NINEBARK), 2-1/2' HEIGHT, CONTAINER	EACH	70		
	C2C10924	SHRUB, SYRINGA MEYERI PALIBIN (DWARF KOREAN LILAC), 2' HEIGHT, CONTAINER	EACH	63		
	D2000284	EVERGREEN, JUNIPERUS CHINENSIS FAIRVIEW, (FAIRVIEW PYRAMIDAL JUNIPER, 6' HEIGHT, BALLED AND BURLAPPED	EACH	160		
	D2001578	EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), 8' HEIGHT, BALLED AND BURLAPPED	EACH	38		
	D2001972	EVERGREEN, PICEA GLAUCA DENSATA (BLACK HILLS SPRUCE), 6' HEIGHT, BALLED AND BURLAPPED	EACH	30		
	D2002484	EVERGREEN, PINUS FLEXILIS VANDERWOLF'S PYRAMID (VANDERWOLF'S PYRAMID LIMBER PINE), 7' HEIGHT, BALLED AND BURLAPPED	EACH	40		
	D2002784	EVERGREEN, PINUS NIGRA (AUSTRIAN PINE), 7' HEIGHT, BALLED AND BURLAPPED	EACH	33		
*	K1005481	SHREDDED BARK MULCH 3"	SQ YD	1,270		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
D1	X0322440	DIGITAL LOOP DETECTOR SENSOR UNIT (2 CHANNEL)	EACH	3		
*	X0322730	TELEVISION INSPECTION OF BOX CULVERT	L SUM	1		
*	X0322936	REMOVE EXISTING FLARED END SECTION	EACH	15		
*	X0323563	SPEED INDICATOR SIGN	CAL DA	1,620		
*	X0325155	REMOVE ABANDONED GAS MAIN	FOOT	32		
*	X0325207	TELEVISION INSPECTION OF SEWER	FOOT	2,644		
*	X0325340	FIRE HYDRANT WITH 6" VALVE AND VALVE BOX	EACH	1		
*	X0326092	RELOCATE CLOSED CIRCUIT TELEVISION SURVEILLANCE CAMERA SYSTEM	EACH	1		
*	X0326357	ROADWAY LIGHTING MODIFICATIONS	L SUM	1		
*	X0326460	CLOSED CIRCUIT TELEVISION EQUIPMENT, WIRELESS DISTRIBUTION	EACH	1		
*	X0326845	SERVICE PROVIDER	CAL MO	27		
*	X0326847	TEMPORARY DETECTION SYSTEM MONTHLY MAINTENANCE	CAL MO	27		
*	X0326936	CONTRACTOR DESIGNED GROUND IMPROVEMENT	L SUM	1		
*	X0326944	ATMS INTEGRATION	L SUM	1		
*	X0327566	ROADSIDE DETECTOR	EACH	10		
GBSP	X2020502	BRACED EXCAVATION	CU YD	692		
*	X2090210	POROUS GRANULAR BACKFILL, SPECIAL	CU YD	20,496		
GBSP	X5210355	HIGH LOAD MULTI-ROTATIONAL BEARINGS, FIXED - 650K	EACH	6		
*	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	4		
GBSP	X5880110	GRANULAR BACKFILL FOR STRUCTURES	CU YD	886		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	X8020097	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, OPEN LID, RESTRICTOR PLATE	EACH	2		
*	X8061460	PAVED DITCH (SPECIAL)	FOOT	425		
*	X8430110	REMOVE IMPACT ATTENUATORS, SALVAGE	EACH	5		
*	X8640636	CHAIN LINK FENCE, 8' ATTACHED TO STRUCTURE	FOOT	130		
*	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	810		
D1	X7030025	WET REFLECTIVE TEMPORARY TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	363		
D1	X7030030	WET REFLECTIVE TEMPORARY TAPE TYPE III, 4 INCH	FOOT	66,546		
D1	X7030035	WET REFLECTIVE TEMPORARY TAPE TYPE III, 5 INCH	FOOT	13,062		
D1	X7030045	WET REFLECTIVE TEMPORARY TAPE TYPE III, 6 INCH	FOOT	24,804		
D1	X7030050	WET REFLECTIVE TEMPORARY TAPE TYPE III, 12 INCH	FOOT	2,155		
D1	X7030055	WET REFLECTIVE TEMPORARY TAPE TYPE III, 24 INCH	FOOT	123		
*	X7040660	REMOVE TEMPORARY CONCRETE BARRIER	FOOT	2,287.5		
*	X8130110	JUNCTION BOX (SPECIAL)	EACH	4		
D1	X8131188	JUNCTION BOX, NON-METALLIC, EMBEDDED IN STRUCTURE, 21" X 11" X 08"	EACH	6		
*	X8440110	RELOCATE EXISTING LIGHT POLE WITH LUMINAIRE	EACH	9		
*	X8440116	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	13		
D1	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 18 6/C	FOOT	2,239		
D1	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	FOOT	2,167		
*	X8730670	ELECTRIC CABLE IN CONDUIT, COAXIAL VIDEO, RG 59/U	FOOT	190		
*	X8950450	REMOVE EXISTING UNDERGROUND CONDUIT	FOOT	2,519		

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ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	X6020097	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID, RESTRICTOR PLATE	EACH	2		
*	X6061460	PAVED DITCH (SPECIAL)	FOOT	425		
*	X6640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	130		
*	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	810		
D1	X7030025	WET REFLECTIVE TEMPORARY TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	363		
D1	X7030030	WET REFLECTIVE TEMPORARY TAPE TYPE III, 4 INCH	FOOT	66,546		
D1	X7030035	WET REFLECTIVE TEMPORARY TAPE TYPE III, 5 INCH	FOOT	13,062		
D1	X7030045	WET REFLECTIVE TEMPORARY TAPE TYPE III, 6 INCH	FOOT	24,804		
D1	X7030060	WET REFLECTIVE TEMPORARY TAPE TYPE III, 12 INCH	FOOT	2,155		
D1	X7030055	WET REFLECTIVE TEMPORARY TAPE TYPE III, 24 INCH	FOOT	123		
*	X8130110	JUNCTION BOX (SPECIAL)	EACH	4		
D1	X8131168	JUNCTION BOX, NON-METALLIC, EMBEDDED IN STRUCTURE, 21" X 11" X 08"	EACH	6		
*	X8440110	RELOCATE EXISTING LIGHT POLE WITH LUMINAIRE	EACH	9		
*	X8440116	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	13		
D1	X8710025	FIBER OPTIC CABLE ON MESSENGER, NO. 62.5/125, MM12F SM12F	FOOT	1,065		
D1	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 8/C	FOOT	2,239		
D1	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 16 4/C, TWISTED, SHIELDED	FOOT	2,167		
*	X8730570	ELECTRIC CABLE IN CONDUIT, COAXIAL VIDEO, RG 59/U	FOOT	190		
*	X8950450	REMOVE EXISTING UNDERGROUND CONDUIT	FOOT	2,519		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	Z0004592	APPROACH SLAB REMOVAL	SQ YD	917		
*	Z0006306	BOX CULVERTS TO BE CLEANED	FOOT	234		
*	Z0016600	DRAINAGE STRUCTURES TO BE CLEANED	EACH	5		
*	Z0028400	FURNISHING AND PLACING SAND FILL	CU YD	1,404		
D1	Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	21		
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	28		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	628		
D1	Z0062456	TEMPORARY PAVEMENT	SQ YD	17,980		
*	Z0067700	STEEL CASINGS 20"	FOOT	62		
*	Z0073002	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	302		
D1	Z0073610	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	4		
*	J210100	GEOTECHNICAL FABRIC, SPECIAL	SQ YD	63,002		
*	J211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	93,746		
*	J213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	150		
*	J213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	150		
*	J251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	350,408		
*	J312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	63,621		
*	J355098	WARM-MIX ASPHALT BASE COURSE, 3"	SQ YD	2,917		
*	J420006	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	3,292		
*	J420008	PORTLAND CEMENT CONCRETE PAVEMENT 10.5" (JOINTED)	SQ YD	54,162		

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	Z0004552	APPROACH SLAB REMOVAL	SQ YD	917		
*	Z0005306	BOX CULVERTS TO BE CLEANED	FOOT	234		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	5		
*	Z0026400	FURNISHING AND PLACING SAND FILL	CU YD	1,404		
D1	Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	21		
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	26		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	628		
D1	Z0062456	TEMPORARY PAVEMENT	SQ YD	17,960		
*	Z0067700	STEEL CASINGS 20"	FOOT	62		
*	Z0073002	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	78		
D1	Z0073610	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	4		
*	J1210100	GEOTECHNICAL FABRIC, SPECIAL	SQ YD	63,002		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	93,745		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	150		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	150		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	360,406		
*	J1312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	63,521		
*	J1365096	WARM-MIX ASPHALT BASE COURSE, 3"	SQ YD	2,917		
*	J1420005	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	3,292		
*	J1420006	PORTLAND CEMENT CONCRETE PAVEMENT 10.5" (JOINTED)	SQ YD	54,152		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1420040	BRIDGE APPROACH SLAB	SQ YD	474		
*	J1420041	TRANSITION APPROACH SLAB	SQ YD	2,657		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	231		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	12,821		
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	28,418		
*	J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	12,304		
*	J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	2,650.9		
*	J1505231	FURNISHING AND ERECTING STRUCTURAL STEEL NO. 1	L SUM	1		
*	J1505232	FURNISHING AND ERECTING STRUCTURAL STEEL NO. 2	L SUM	1		
*	J1505233	FURNISHING AND ERECTING STRUCTURAL STEEL NO. 3	L SUM	1		
*	J1505234	FURNISHING AND ERECTING STRUCTURAL STEEL NO. 4	L SUM	1		
*	J1505235	FURNISHING AND ERECTING STRUCTURAL STEEL NO. 5	L SUM	1		
*	J1601540	PIPE UNDERDRAIN, 6" (MODIFIED)	FOOT	3,313		
*	J1602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	23		
*	J1602117	CATCH BASINS, TYPE G-2, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	2		
*	J1602120	CATCH BASINS, TYPE G-3, TYPE G-3 FRAME AND GRATE	EACH	24		
*	J1602122	CATCH BASINS, TYPE G-3, TYPE G-3 MODIFIED FRAME AND GRATE	EACH	8		
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	20		
*	J1602185	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2		
*	J1602705	DRAINAGE STRUCTURES, TYPE 5 WITH ONE TYPE 22A FRAME AND GRATE	EACH	3		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1606010	GUTTER, TYPE G-2	FOOT	4,034		
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	196		
*	J1606020	GUTTER, TYPE G-3	FOOT	4,041		
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	1,095		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,312.5		
*	J1630004	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	537.5		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	7		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	2		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	3		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	6		
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	3		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	3		
*	J1635010	ROADWAY DELINEATORS	EACH	291		
*	J1637001	CONCRETE BARRIER BASE	FOOT	83		
*	J1637011	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	3,253		
*	J1637012	CONCRETE BARRIER TRANSITION	FOOT	83		
*	J1637200	CONCRETE PAD FOR ENERGY ATTENUATOR	SQ FT	252		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	2,100		
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	11		
*	J1664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		

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 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
	J1664390	RIGHT OF WAY FENCE, TYPE 1, FUSED - BONDED VINYL COATING	FOOT	810		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	6,467		
*	J1668010	RIGHT OF WAY MARKER	EACH	16		
*	J1680007	HEADWALL TYPE I, 36"	EACH	1		
*	J1680010	HEADWALL TYPE II, 42"	EACH	3		
*	J1680012	HEADWALL TYPE II, 54"	EACH	1		
*	J1680013	HEADWALL TYPE II, 60"	EACH	1		
*	J1680021	HEADWALL TYPE III, 48", 1:4	EACH	1		
*	J1680026	HEADWALL TYPE III, 48", 1:8	EACH	1		
*	J1680048	HEADWALL TYPE IV, PIPE ARCH 48", 1:4	EACH	1		
*	J1680120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	20		
*	J1680122	SLOPED HEADWALL TYPE III, 15", 1:3	EACH	6		
*	J1680125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	6		
*	J1680127	SLOPED HEADWALL TYPE III, 30", 1:3	EACH	2		
*	J1680130	SLOPED HEADWALL TYPE III, 6", 1:4	EACH	20		
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	48		
*	J1680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	6		
*	J1680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	5		

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 Addendum No.2

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MAY 23, 2014

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
	J1664390	RIGHT OF WAY FENCE, TYPE 1, FUSED - BONDED VINYL COATING	FOOT	810		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	6,467		
*	J1668010	RIGHT OF WAY MARKER	EACH	16		
*	J1680007	HEADWALL TYPE I, 36"	EACH	1		
*	J1680010	HEADWALL TYPE II, 42"	EACH	3		
*	J1680012	HEADWALL TYPE II, 54"	EACH	1		
*	J1680013	HEADWALL TYPE II, 60"	EACH	1		
*	J1680021	HEADWALL TYPE III, 48", 1:4	EACH	1		
*	J1680026	HEADWALL TYPE III, 48", 1:6	EACH	1		
*	J1680048	HEADWALL TYPE IV, PIPE ARCH 48", 1:4	EACH	1		
*	J1680120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	20		
*	J1680122	SLOPED HEADWALL TYPE III, 15", 1:3	EACH	6		
*	J1680125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	5		
*	J1680127	SLOPED HEADWALL TYPE III, 30", 1:3	EACH	2		
*	J1680130	SLOPED HEADWALL TYPE III, 6", 1:4	EACH	20		
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	48		
*	J1680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	6		
*	J1680143	SLOPED HEADWALL TYPE III, 18", 1:6	EACH	1		
*	J1680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	4		

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 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1781005	RAISED PAVEMENT LANE MARKER, BRIDGE	EACH	21		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	287		
*	J1782010	GUARDRAIL DELINEATOR, REFLECTOR MARKER TYPE B	EACH	46		
*	J1782020	CONCRETE BARRIER DELINEATOR, REFLECTOR MARKER TYPE C	EACH	57		
***	J1782110	TERMINAL MARKER - DIRECT APPLIED	EACH	9		
*	J1830018	TEMPORARY WOOD POLE, 60 FT., CLASS 4 WITH 15 FT. MAST ARM AND LUMINAIRE	EACH	43		
*	J1830025	TEMPORARY WOOD POLE, 40 FT., CLASS 4	EACH	15		
*	J1999719	PRESSURE VALVE INSERT, 12 INCH	EACH	1		
*	J1999760	FIBER OPTIC CABLE, SINGLE MODE, NON ARMORED, 12 FIBERS	FOOT	3,032		
*	J1999764	NON-INVASIVE MAGNETO INDUCTIVE SENSOR	EACH	8		
*	J1999766	NON-INVASIVE MAGNETO INDUCTIVE SENSOR HOMERUN CABLE	FOOT	1,634		
*	J1999768	PREFORMED INDUCTION LOOP	FOOT	112		
***	J1A20060	TREE, HEPTACODIUM MICRONOIDES (SEVEN SON FLOWER), 8' HEIGHT, BALLED AND BURLAPPED	EACH	40		
***	J1B20030	SYRINGA PEKINENSIS 'ZHANG ZHIMING' (BEIJING GOLD LILAC), 2 1/2" CAL., BALLED AND BURLAPPED	EACH	25		
	J1C20040	DIERVILLA RIVULARIS 'MORTON' (SUMMER STARS HONEYSUCKLE), 18" HT, BALLED AND BURLAPPED	EACH	163		
	J1C20042	SHRUB, CELASTRUS SCANDENS (BITTERSWEET), 5 GALLON, CONTAINER GROWN	EACH	99		
	J1C20046	SHRUB, PHYSOCARPUS OPULIFOLIUS (NINEBARK), 5 GALLON, CONTAINER GROWN	EACH	84		
	J1C20048	SHRUB, RHUS GLABRA (SMOOTH SUMAC), 5 GALLON, CONTAINER GROWN	EACH	38		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	J1781005	RAISED PAVEMENT LANE MARKER, BRIDGE	EACH	21		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	287		
*	J1782010	GUARDRAIL DELINEATOR, REFLECTOR MARKER TYPE B	EACH	45		
*	J1782020	CONCRETE BARRIER DELINEATOR, REFLECTOR MARKER TYPE C	EACH	57		
***	J1782110	TERMINAL MARKER - DIRECT APPLIED	EACH	9		
*	J1830018	TEMPORARY WOOD POLE, 60 FT., CLASS 4 WITH 15 FT. MAST ARM AND LUMINAIRE	EACH	51		
*	J1830025	TEMPORARY WOOD POLE, 40 FT., CLASS 4	EACH	14		
*	J1999719	PRESSURE VALVE INSERT, 12 INCH	EACH	1		
*	J1999780	FIBER OPTIC CABLE, SINGLE MODE, NON ARMORED, 12 FIBERS	FOOT	3,032		
*	J1999764	NON-INVASIVE MAGNETO INDUCTIVE SENSOR	EACH	6		
*	J1999786	NON-INVASIVE MAGNETO INDUCTIVE SENSOR HOMERUN CABLE	FOOT	1,634		
*	J1999788	PREFORMED INDUCTION LOOP	FOOT	112		
***	J1A20060	TREE, HEPTACODIUM MICRONOIDES (SEVEN SON FLOWER), 8' HEIGHT, BALLED AND BURLAPPED	EACH	40		
***	J1B20030	SYRINGA PEKINENSIS 'ZHANG ZHIMING' (BEIJING GOLD LILAC), 2 1/2" CAL., BALLED AND BURLAPPED	EACH	25		
	J1C20040	DIERVILLA RIVULARIS 'MORTON' (SUMMER STARS HONEYSUCKLE), 18" HT. BALLED AND BURLAPPED	EACH	153		
	J1C20042	SHRUB, CELASTRUS SCANDENS (BITTERSWEET), 5 GALLON, CONTAINER GROWN	EACH	99		
	J1C20046	SHRUB, PHYSOCARPUS OPULIFOLIUS (NINEBARK), 5 GALLON, CONTAINER GROWN	EACH	84		
	J1C20048	SHRUB, RHUS GLABRA (SMOOTH SUMAC), 5 GALLON, CONTAINER GROWN	EACH	38		

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ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	200		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2		
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	234		
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	54		
**	JS120710	ENERGY ATTENUATOR	EACH	2		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	19		
**	JS280030	EROSION AND SEDIMENT CONTROL-EXCAVATION	CU YD	31,847		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	31,847		
**	JS280050	SILT FENCE	FOOT	4,591		
**	JS280051	RE-ERECT SILT FENCE	FOOT	1,148		
**	JS280100	SUPER SILT FENCE	FOOT	1,223		
**	JS280110	TEMPORARY PIPE SLOPE DRAINS	FOOT	652		
**	JS280120	TREE PROTECTION	FOOT	2,470		
**	JS280140	TEMPORARY RIPRAP	TON	11,457		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	84		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	20,270		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	36		
**	JS280190	GEOTEXTILE FABRIC, CLASS C	SQ YD	2,527		
**	JS280200	FILTER FABRIC INLET PROTECTION	EACH	131		
**	JS280240	TEMPORARY DITCH CHECK, ROLLED EXCELSIOR LOG	EACH	342		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17		
**	JS871010	MOBILIZATION, TOLLWAY	L SUM	1		
**	JS733B25	OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE (STEEL) (25 FT)	FOOT	25		
**	JS733070	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (70 FT)	FOOT	70		
**	JS733100	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (100 FT)	FOOT	200		
**	JS733110	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (110 FT)	FOOT	220		
**	JS733130	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (130 FT)	FOOT	130		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	385		
**	JS734B10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE	CU YD	42		
**	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	1		
**	JS810098	UNDERGROUND CONDUIT, PVC COATED GALVANIZED STEEL, 3" DIA.	FOOT	150		
**	JS810828	UNDERGROUND CONDUIT, GALVANIZED STEEL, 6" DIA.	FOOT	121		
**	JS810839	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	1,932		
*	JS810874	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	75,486		
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	29,284		
*	JS810881	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 6" DIA.	FOOT	3,828		
*	JS810883	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 8" DIA.	FOOT	2,388		
**	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,270		
**	JS811080	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	2,385		
**	JS811080	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	180		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17		
**	JS671010	MOBILIZATION, TOLLWAY	L SUM	1		
**	JS733B25	OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE (STEEL) (25 FT)	FOOT	25		
**	JS733070	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (70 FT)	FOOT	70		
**	JS733100	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (100 FT)	FOOT	200		
**	JS733110	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (110 FT)	FOOT	220		
**	JS733130	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (130 FT)	FOOT	130		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	385		
**	JS734B10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, CANTILEVER TYPE	CU YD	42		
**	JS804100	ELECTRIC SERVICE INSTALLATION	EACH	1		
**	JS810096	UNDERGROUND CONDUIT, PVC COATED GALVANIZED STEEL, 3" DIA.	FOOT	150		
**	JS810826	UNDERGROUND CONDUIT, GALVANIZED STEEL, 6" DIA.	FOOT	121		
**	JS810839	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	1,932		
*	JS810874	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	75,486		
*	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	29,284		
*	JS810881	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 6" DIA.	FOOT	3,826		
*	JS810883	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 8" DIA.	FOOT	2,388		
**	JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,270		
**	JS811060	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	1,929		
**	JS811090	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., PVC COATED GALVANIZED STEEL	FOOT	190		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	3,306		
**	JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11		
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	22		
**	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	4		
**	JS813084	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	7		
**	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	35		
**	JS816012	UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 6 GROUND, 800V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	2,359		
**	JS816078	UNIT DUCT, WITH 4-1/C NO. 4 AND 1/C NO. 6 GROUND, 800V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,395		
**	JS817211	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 10	FOOT	5,105		
**	JS817213	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,446		
**	JS817214	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 4	FOOT	13,560		
**	JS817216	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	510		
*	JS821008	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27		
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111		
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	22		
**	JS825004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1		
**	JS828001	LIGHTING CONTROLLER FOUNDATION, TYPE A	EACH	1		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	91		
**	JS830006	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	6		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
--	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	3,308		
--	JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11		
--	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	22		
--	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	6		
--	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	4		
--	JS813084	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	7		
--	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	35		
--	JS816012	UNIT DUCT, WITH 2-1/2" NO. 4 AND 1/2" NO. 6 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	1,786		
--	JS816078	UNIT DUCT, WITH 4-1/2" NO. 4 AND 1/2" NO. 6 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,714		
--	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" NO. 10	FOOT	6,105		
--	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" NO. 6	FOOT	3,248		
--	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" NO. 4	FOOT	12,992		
--	JS817216	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" NO. 30	FOOT	610		
--	JS821008	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27		
--	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111		
--	JS821110	UNDERPASS LUMINAIRE, LED	EACH	22		
--	JS828004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1		
--	JS828001	LIGHTING CONTROLLER FOUNDATION, TYPE A	EACH	1		
--	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	91		
--	JS830006	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 60 FT., 12 FT. MAST ARM	EACH	6		

Contract No. I-13-4607
Addendum No. 1

P-27R

MAY 14, 2014

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	3,306		
**	JS813002	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 20" X 12" X 7"	EACH	11		
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	22		
**	JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 8"	EACH	8		
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	4		
**	JS813094	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	6		
**	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	35		
**	JS816012	UNIT DUCT, WITH 2-1/C NO. 4 AND 1/C NO. 6 GROUND, 600V (XLP-TYPE USE), 1 1/2" DIA. CNC	FOOT	1,756		
**	JS816078	UNIT DUCT, WITH 4-1/C NO. 4 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	17,714		
**	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	5,105		
**	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,248		
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	12,992		
**	JS817216	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0	FOOT	510		
*	JS821009	TEMPORARY LUMINAIRE, SODIUM VAPOR, HIGH MAST, HORIZONTAL MOUNT, 750WATT	EACH	27		
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	111		
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	22		
**	JS825004	LIGHTING CONTROLLER, 200 AMPERE	EACH	1		
**	JS828001	LIGHTING CONTROLLER FOUNDATION, TYPE A	EACH	1		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	91		
**	JS830006	BRIDGE MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	6		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
**	JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	14		
**	JS830045	TEMPORARY WOOD POLE, 90 FT., CLASS 2, WITH 15 FT. MAST ARM, EMBEDDED	EACH	27		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	91		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT131433	JUNCTION BOX	EACH	4		
*	JT150500	CONTRACT ADJUSTMENT ALLOWANCE	UNIT	128,000	1.00	128,000.00
*	JT164002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	1,500	1.00	1,500.00
*	JT164006	TEMPORARY IMPACT ATTENUATOR REPLACEMENT/REPAIR	UNIT	75,000	1.00	75,000.00
*	JT154007	TEMPORARY CONCRETE BARRIER WALL REPLACEMENT/REALIGNMENT	UNIT	85,000	1.00	85,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	75,000	1.00	75,000.00
*	JT154009	TEMPORARY TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE	UNIT	50,000	1.00	50,000.00
*	JT154040	CONTRACT ALLOWANCE FOR RADIO FREQUENCY TRAINING AND PRECAUTIONARY MEASURE	UNIT	30,000	1.00	30,000.00
*	JT154100	ALLOWANCE FOR SUPPLEMENTAL FLAGGING	UNIT	10,000	1.00	10,000.00
*	JT154135	ALLOWANCE FOR TEMPORARY CONCRETE BARRIER	UNIT	10,000	1.00	10,000.00
*	JT154149	ALLOWANCE FOR UNFORESEEN EARTHWORK WINTER PROTECTION	UNIT	10,000	1.00	10,000.00
*	JT154150	ALLOWANCE FOR STEEL COSTS ADJUSTMENT	UNIT	60,000	1.00	60,000.00
*	JT164160	ALLOWANCE FOR FUEL COSTS ADJUSTMENT	UNIT	90,000	1.00	90,000.00
*	JT154161	ALLOWANCE FOR BITUMINOUS MATERIALS COSTS ADJUSTMENT	UNIT	60,000	1.00	60,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	1,165,000.00	1,165,000.00

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	JT180008	CONDUIT FOR SINGLE MODE FIBER OPTIC CABLE, ATTACHED TO STRUCTURE, 8" DIA, RIGID NONMETALLIC	FOOT	780		
*	JT180130	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 36"X80"X36"	EACH	10		
*	JT180132	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36"	EACH	6		
*	JT180150	CABLE MARKER SIGN FOR SINGLE MODE FIBER OPTIC CABLE	EACH	6		
*	JT180152	CABLE MARKER SIGN WITH POST FOR SINGLE MODE FIBER OPTIC CABLE	EACH	47		
*	JT180400	PROTECTION FOR FIBER OPTIC CABLE	EACH	3		
*	JT201850	FURROW	FOOT	25,800		
*	JT205010	EMBANKMENT UNDER STRUCTURE	CU YD	1,302		
*	JT210001	POROUS GRANULAR BACKFILL	CU YD	280		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	642		
*	JT211200	PREPARED TOPSOIL FURNISH AND PLACE, 6"	SQ YD	4,068		
*	JT211202	PREPARED TOPSOIL FURNISH AND PLACE, 12"	SQ YD	25,432		
*	JT250430	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)	ACRE	22.5		
*	JT250440	SEEDING, CLASS 4F NATIVE GRASS, LOW PROFILE MIX (MODIFIED)	ACRE	13.8		
*	JT250445	SEEDING, GRASS-FORB MIX	ACRE	0.8		
*	JT250450	SEEDING, TALL FESCUE MIX	ACRE	35.3		
*	JT251020	BIOSWALE EROSION CONTROL BLANKET	SQ YD	4,068		
*	JT254016	BIOSWALE PLUGS	SQ YD	3,130		
*	JT286060	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	2,816		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	JT160008	CONDUIT FOR SINGLE MODE FIBER OPTIC CABLE, ATTACHED TO STRUCTURE, 8" DIA, RIGID NONMETALLIC	FOOT	837		
*	JT160130	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 36"X60"X36"	EACH	10		
*	JT160132	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36"	EACH	5		
*	JT160150	CABLE MARKER SIGN FOR SINGLE MODE FIBER OPTIC CABLE	EACH	10		
*	JT160152	CABLE MARKER SIGN WITH POST FOR SINGLE MODE FIBER OPTIC CABLE	EACH	47		
*	JT160400	PROTECTION FOR FIBER OPTIC CABLE	EACH	3		
*	JT201950	FURROW	FOOT	25,600		
*	JT205010	EMBANKMENT UNDER STRUCTURE	CU YD	1,302		
*	JT210001	POROUS GRANULAR BACKFILL	CU YD	280		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	642		
*	JT211200	PREPARED TOPSOIL FURNISH AND PLACE, 8"	SQ YD	4,068		
*	JT211202	PREPARED TOPSOIL FURNISH AND PLACE, 12"	SQ YD	25,432		
*	JT250430	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)	ACRE	22.5		
*	JT250440	SEEDING, CLASS 4F NATIVE GRASS, LOW PROFILE MIX (MODIFIED)	ACRE	13.8		
*	JT250446	SEEDING, GRASS-FORB MIX	ACRE	0.8		
*	JT250450	SEEDING, TALL FESCUE MIX	ACRE	35.3		
*	JT251020	BIOSWALE EROSION CONTROL BLANKET	SQ YD	4,068		
*	JT254015	BIOSWALE PLUGS	SQ YD	3,130		
*	JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	2,816		

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*	JT313010	SUBGRADE AGGREGATE, SPECIAL, 9"	CU YD	33,000		
*	JT504100	PRECAST CONCRETE BRIDGE APPROACH SLABS	SQ FT	11,760		
*	JT504154	FURNISHING AND ERECTING SHALLOW DEPTH PRECAST PRESTRESSED CONCRETE BEAM, 54"	FOOT	865		
*	JT508010	REINFORCEMENT BARS, STAINLESS STEEL	POUND	587,010		
*	JT512010	PILE SPLICE	EACH	40		
*	JT544030	CULVERT TO BE CLEANED, 30" DIAMETER	FOOT	710		
*	JT544036	CULVERT TO BE CLEANED, 36" DIAMETER	FOOT	583		
*	JT544042	CULVERT TO BE CLEANED, 42" DIAMETER	FOOT	234		
*	JT546015	STORM SEWERS TO BE CLEANED, 15" DIAMETER	FOOT	72		
*	JT546024	STORM SEWERS TO BE CLEANED, 24" DIAMETER	FOOT	1,035		
*	JT546A26	STORM SEWERS TO BE CLEANED, 38" X 24"	FOOT	10		
*	JT570P21	PERFORMANCE BASED RETAINING WALL, NO. 1	SQ FT	8,287		
*	JT570P22	PERFORMANCE BASED RETAINING WALL, NO. 2	SQ FT	3,648		
*	JT570P23	PERFORMANCE BASED RETAINING WALL, NO. 3	SQ FT	15,200		
*	JT599036	ARCHITECTURAL FORM LINER LEAF	SQ FT	675		
*	JT637039	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 54 INCH	FOOT	437		
*	JT637050	CONCRETE BARRIER BASE, REINFORCED, FOR SINGLE FACE BARRIER, 42 INCH	FOOT	2,276		
*	JT637051	CONCRETE BARRIER BASE, REINFORCED, FOR SINGLE FACE BARRIER, 42 INCH (SPECIAL)	FOOT	977		
*	JT637052	CONCRETE BARRIER BASE, REINFORCED, FOR SINGLE FACE BARRIER, 54 INCH	FOOT	437		
*	JT701030	SUPPLEMENTAL BARRICADE	EADAY	6,000		

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	2,500		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	1,620		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACHWEEK	234		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	54		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	810		
*	JT701050	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	128		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	1,662		
*	JT701062	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	171		
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	29,877		
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	7,621		
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	10,340		
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	2,578		
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	42.2		
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	117.2		
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	29,877		
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	7,621		
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	10,340		
*	JT810062	PVC COATED GALVANIZED STEEL CONDUIT, 2" DIA.	FOOT	600		
*	JT810066	PVC COATED GALVANIZED STEEL CONDUIT, 6" DIA.	FOOT	400		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	27,096		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
*	JT900120	CONDUIT SUPPORT FRAME AND FOUNDATION	EACH	8		
*	JT900132	FLEXIBLE LIQUID TIGHT CONDUIT, METALLIC, 2" DIAMETER	FOOT	72		
*	JT900136	FLEXIBLE LIQUID TIGHT CONDUIT, METALLIC, 6" DIAMETER	FOOT	48		
*	JT900412	CURED-IN-PLACE PIPE LINER, 12"	FOOT	536		
*	JT900418	CURED-IN-PLACE PIPE LINER, 18"	FOOT	303		
*	JT900506	SUBGRADE SOIL MODIFICATION, TYPE IA	SQ YD	1,336		
*	JT900506	SUBGRADE SOIL MODIFICATION, TYPE IB	SQ YD	1,336		
*	JT900512	SUBGRADE SOIL MODIFICATION, TYPE II	SQ YD	1,336		
*	JT900514	SUBGRADE SOIL MODIFICATION, TYPE III	SQ YD	1,336		
*	JT900518	SUBGRADE SOIL MODIFICATION, TYPE IV	SQ YD	48,079		
*	JT990105	HIGH TENSION CABLE MEDIAN BARRIER	FOOT	4,127		
*	JT990106	HIGH TENSION CABLE MEDIAN BARRIER TERMINALS	EACH	6		
	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)	
	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)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	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. 106.1.2	CAL DAY		(5,600.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 106.1.3	CAL DAY		(3,600.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(4,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(3,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG50	NON-COMPLIANCE WITH S.P. 121 TRAFFIC ON NEWLY POURED CONCRETE PAVEMENT	INCIDENT		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATIONS, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG55	DAMAGE TO TOLLWAY OPERATIONAL FACILITIES PER 115.5	OCCUR		See Note 2	
	999NEG60	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.6	CAL DAY		(3,000.00)	
	999NEG61	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.7	CAL DAY		(4,800.00)	
	999NEG62	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.8	CAL DAY		(3,600.00)	
		ADJUSTMENTS				
	999ADJ20	PROTECTION METHOD I FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES AND RETAINING WALLS AS PER IDOT Article 503.22			See Note 3	
	999ADJ21	PROTECTION METHOD II FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22			See Note 3	
	999ADJ22	PROTECTION METHOD I FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22			See Note 3	
	999ADJ23	PROTECTION METHOD II FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22			See Note 3	
	999ADJ24	PROTECTION METHODS I, II OR III FOR CONCRETE IN FOOTINGS AS PER IDOT Article 503.22			See Note 3	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
	999ADJ25	PROTECTION METHOD I FOR CONCRETE IN SLOPE WALLS AS PER IDOT Article 503.22			See Note 3	
	999ADJ31	SMOOTHNESS ASSESSMENT 6"/MI. OR LESS PER SURFACE TESTING PAVEMENTS (BDE) (PCC)	SUBLOT		1,200.00	
	999ADJ32	SMOOTHNESS ASSESSMENT > 6" TO 11"/MI. PER SURFACE TESTING OF PAVEMENTS (BDE) (PCC)	SUBLOT		950.00	
	999ADJ33	SMOOTHNESS ASSESSMENT > 11" TO 17"/MI. PER SURFACE TESTING OF PAVEMENTS (BDE) (PCC)	SUBLOT		600.00	
	999ADJ34	SMOOTHNESS ASSESSMENT GREATER THAN 40"/MI. PER SURFACE TESTING OF PAVEMENTS (BDE) (PCC)	SUBLOT		(750.00)	
	999ADJ35	SMOOTHNESS ASSESSMENT 6 in./MI. OR LESS PER SURFACE TESTING OF PAVEMENTS (BDE) (HMA OVERLAY)	SUBLOT		150.00	
	999ADJ36	SMOOTHNESS ASSESSMENT >6 in./MI TO 10 in./MI. PER SURFACE TESTING OF PAVEMENTS (BDE) (HMA OVERLAY)	SUBLOT		80.00	
	999ADJ37	SMOOTHNESS ASSESSMENT GREATER THAN 40 in./MI. PER SURFACE TESTING OF PAVEMENTS (BDE) (HMA OVERLAY)	SUBLOT		(300.00)	
TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

- * Indicates Special Provision
- ** Indicates Tollway Supplemental Specifications
- *** Indicates IDOT Recurring Special Provision
- BDE Indicates IDOT BDE Special Provision
- GBSP Indicates IDOT Guide Bridge Special Provision
- D1 Indicates IDOT District 1 Special Provision

Note 1: The deduction will be according to Article 280.02(b)(1) Table A of the Tollway Supplemental Specifications. The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

Note 2: The deduction will be according to S.P. 115.5. The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

Note 3: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

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.
- B. ECP Bid Credit Line is to include the total amount of bid credits applied to the bid;

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES - FOR COMPUTERIZED BIDDING

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PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	= TOTAL PRICE	BLANK PRICES	
						TOTAL QUANTITY	PAY ITEMS
			5,335,690.700			10	633
20100110	TREE REM (6 TO 15 UNITS DIA)	UNIT	3,749.000	6.00	22,494.00		
20100210	TREE REM (OVER 15 UNITS DIA)	UNIT	1,740.000	6.00	10,440.00		
20101000	TEMP FENCE	FOOT	2,802.000	3.75	10,507.50		
20101400	NITROGEN FERTILIZER NUTR	POUN	1,734.000	1.50	2,601.00		
20101600	POTASSIUM FERTILIZER NUTR	POUN	5,202.000	1.50	7,803.00		
20200100	EARTH EXCAVATION	CU Y	431,265.000	12.00	5,175,180.00		
20201200	REM AND DISP OF UNST MATL	CU Y	15,885.000	12.00	190,620.00		
20400800	FURNISHED EXCAVATION	CU Y	58,007.000	0.01	580.07		
20700220	POROUS GRAN EMBANK	CU Y	257.000	45.00	11,565.00		
20800150	TRENCH BACKFILL	CU Y	6,397.000	28.00	179,116.00		
21001000	GEO FABRIC FOR GROUND STAB	SQ Y	14,975.000	1.62	24,259.50		
25200110	SCODDING, SALT TOLERANT	SQ Y	930.000	10.00	9,300.00		
28000250	TEMP EROSION CNTRL SEEDING	POUN	1,168.000	2.50	2,920.00		
28001100	TEMP EROSION CNTRL BLANKET	SQ Y	56,555.000	0.80	45,244.00		
28100205	STONE RIPRAP, CL A3	SQ Y	120.000	90.00	10,800.00		

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 PAY ITEMS
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TOTAL QUANTITY
 5,335,690.700

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	= TOTAL PRICE
28100107	STONE RIPRAP, CL A4	SQ Y	17.000	100.00	1,700.00
28200200	FILT FAB	SQ Y	17.000	50.00	850.00
28100103	STONE RIPRAP, CL A2	SQ Y	120.000	70.00	8,400.00
30201500	LIME	TON	672.000	154.00	103,488.00
30201600	FLY ASH	TON	746.000	75.25	56,136.50
30300001	AGG SUBGR IMPRV	CU Y	15,885.000	24.00	381,240.00
30300112	AGG SUBGR IMPRV 12"	SQ Y	22,437.000	11.00	246,807.00
30300121	AGG SUBGR IMPRV 21"	SQ Y	8,350.000	18.00	150,300.00
31101200	SUBBASE GRAN MATL, T- B 4"	SQ Y	23,348.000	4.25	99,229.00
31102000	SURBASE GRAN MATL, T- C	CU Y	729.000	45.00	32,805.00
31200502	STAB SUBBASE - HMA, 4 1/2"	SQ Y	22,999.000	20.80	478,379.20
40300100	BIT MATLS (PRIME COAT)	GAL	105,242.000	0.01	1,052.42
40603085	HMA BINDER CSE, IL-19.0, N70	TON	2,806.000	70.40	197,542.40
40603240	POLY HMA BINDER CSE, IL-19.0,	TON	319.000	98.00	31,262.00
40603595	POLY HMA SURE CSE, MIX "F", N9	TON	248.000	115.60	28,668.80

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					TOTAL QUANTITY	PAY ITEMS	
			5,335,690.700			10	
			633				
40701936	HMA PAVT (FULL-DEPTH), 12 3/4"	SQ Y	3,867.000	55.40			214,231.80
42000501	PCC PAVT 10" (JOINTED)	SQ Y	10,440.000	52.00			542,880.00
42100200	CONT REINF FCC PAVT 9"	SQ Y	2,530.000	60.00			151,800.00
42100380	CONT REINF PCC PAVT 14"	SQ Y	3,127.000	65.00			203,255.00
42100615	PAVT REINF	SQ Y	5,657.000	25.00			141,425.00
44000100	PAVT REM	SQ Y	85,930.000	15.00			1,288,950.00
44000200	DRIVEWAY PAVT REM	SQ Y	1,309.000	10.00			13,090.00
44000500	COMB CURB AND GUTTER REM	FOOT	357.000	3.00			1,071.00
44001980	CONC BARR REM	FOOT	4,272.000	25.00			106,800.00
44003100	MEDIAN REM	SQ F	30,264.000	0.55			16,645.20
44004000	PAVED DITCH REM	FOOT	91.000	10.00			910.00
44004250	PAVED SHOULDER REM	SQ Y	26,942.000	8.00			215,536.00
44213200	SAW CUTS	FOOT	8,844.000	3.00			26,532.00
48101620	AGG SHLDS, T- B 10"	SQ Y	4,903.000	14.70			72,074.10
48203021	HMA SHLDS, 6"	SQ Y	593.000	25.40			15,062.20

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FIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	TOTAL PRICE	TOTAL QUANTITY	PAY ITEMS	BLANK PRICES
48300500	PCC SHLDS 10"	SQ Y	4,592.000	45.00	206,640.00	5,335,690.700	10	633
48300820	PCC SHLDS 14"	SQ Y	4,766.000	60.00	285,960.00			
50100100	REM OF EX STRUCTURES	EACH	1.000	1,250,000.00	1,250,000.00			
50104400	CONCRETE HEADWALL REM	EACH	6.000	250.00	1,500.00			
50105220	PIPE CLVRT REM	FOOT	1,794.000	15.00	26,910.00			
50157300	PROTECTIVE SHIELD	SQ Y	9,410.000	0.10	941.00			
50200100	STRUCTURE EXCAVATION	CU Y	4,062.000	30.00	121,860.00			
50200450	REM AND DISP OF UNST MAIL FOR	CU Y	257.000	46.00	11,822.00			
50300225	CONCRETE STRUCTURES	CU Y	2,889.900	425.00	1,228,207.50			
50300255	CONCRETE SUPERSTRUCTURE	CU Y	539.800	645.00	348,171.00			
50300260	BRIDGE DECK GROOVING	SQ Y	9,785.000	5.20	50,882.00			
50300285	FORM LINER TEXTURED SURFACE	SQ F	1,659.000	19.00	31,521.00			
50300300	PROTECTIVE COAT	SQ Y	13,031.000	2.00	26,062.00			
50500505	STUD SHEAR CONNECTORS	EACH	33,027.000	3.00	99,081.00			
50800205	REINF BARS, EPOXY CTD	POUN	767,535.000	1.50	1,151,302.50			

ILLINOIS DEPARTMENT OF TRANSPORTATION
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TOTAL QUANTITY
 5,335,690.700

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	= TOTAL PRICE
50800515	BAR SPLICERS	EACH	157.000	24.00	3,768.00
51100100	SLOPE WALL 4 IN	SQ Y	2,709.000	70.00	189,630.00
51201400	FURN STEEL PILES HP10X42	FOOT	2,540.000	21.00	53,340.00
51201600	FURN STEEL PILES HP12X53	FOOT	4,560.000	24.00	109,440.00
51201800	FURN STEEL PILES HP14X73	FOOT	13,824.000	34.00	470,016.00
51202000	FURN STEEL PILES HP14X102	FOOT	2,072.000	48.00	99,456.00
51202305	DRIVING PILES	FOOT	22,661.000	0.10	2,266.10
51203400	TEST PILE STEEL HP10X42	EACH	8.000	3,500.00	28,000.00
51203600	TEST PILE STEEL HP12X53	EACH	6.000	3,500.00	21,000.00
51203800	TEST PILE STEEL HP14X73	EACH	13.000	3,500.00	45,500.00
51204000	TEST PILE STEEL HP14X102	EACH	4.000	3,500.00	14,000.00
52000110	PREF JOINT STRIP SEAL	FOOT	514.000	200.00	102,800.00
52100010	ELASTO BEARING ASS, T- I	EACH	13.000	4,000.00	52,000.00
52100520	ANCHOR BOLTS, 1"	EACH	104.000	140.00	14,560.00
52100530	ANCHOR BOLTS, 1 1/4"	EACH	48.000	180.00	8,640.00

ILLINOIS DEPARTMENT OF TRANSPORTATION
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FIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	TOTAL PRICE	BLANK PRICES
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				QUANTITY		PAY ITEMS
				5,335,690.700		633
52100540	ANCHOR BOLTS, 1 1/2"	EACH	68.000	220.00	14,960.00	
54002020	EXPANSION BOLTS 3/4 IN	EACH	18.000	25.00	450.00	
54003000	CONCRETE BOX CULV	CU Y	8.900	1,500.00	13,350.00	
54244805	INLET BOX, STD 542501	EACH	6.000	2,000.00	12,000.00	
54248510	CONCRETE COLLAR	CU Y	5.000	1,000.00	5,000.00	
54260311	TRAVERSABLE PIPE GRATE	FOOT	2.000	500.00	1,000.00	
54261315	CES, STD 542001, 15", 1:3	EACH	3.000	1,500.00	4,500.00	
54261318	CES, STD 542001, 18", 1:3	EACH	3.000	1,700.00	5,100.00	
54261330	CES, STD 542001, 30", 1:3	EACH	3.000	3,400.00	10,200.00	
54261336	CES, STD 542001, 36", 1:3	EACH	1.000	4,100.00	4,100.00	
54261342	CES, STD 542001, 42", 1:3	EACH	1.000	5,300.00	5,300.00	
54261348	CES, STD 542001, 48", 1:3	EACH	1.000	6,500.00	6,500.00	
54261354	CES, STD 542001, 54", 1:3	EACH	2.000	7,900.00	15,800.00	
54261360	CES, STD 542001, 60", 1:3	EACH	2.000	8,800.00	17,600.00	
54261636	CES, STD 542001, 36", 1:6	EACH	2.000	6,700.00	13,400.00	

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54262336	CES, STD 542006, 36", 1:3	EACH	4.000	4,100.00	16,400.00
54263348	CES, STD 542011, 48", 1:3	EACH	2.000	6,500.00	13,000.00
54264330	CES, STD 542016, 30", 1:3	EACH	2.000	4,100.00	8,200.00
5421A012	PIPE CULV, CL A, T- 1 12" (TEM	FOOT	93.000	27.00	2,511.00
5421A024	PIPE CULV, CL A, T- 1 24" (TEM	FOOT	578.000	42.00	24,276.00
5421A048	PIPE CULV, CL A, T- 1 48" (TEM	FOOT	179.000	99.00	17,721.00
542A1069	PIPE CULV, CL A, T- 2 24"	FOOT	329.000	62.00	20,398.00
542A1081	PIPE CULV, CL A, T- 2 36"	FOOT	466.000	76.00	35,416.00
542A1099	PIPE CULV, CL A, T- 2 54"	FOOT	70.000	123.00	8,610.00
542A1900	PIPE CULV, CL A, T- 3 15"	FOOT	99.000	42.00	4,158.00
542A1915	PIPE CULV, CL A, T- 3 30"	FOOT	149.000	70.00	10,430.00
542A1921	PIPE CULV, CL A, T- 3 36"	FOOT	708.000	76.00	53,808.00
542A1927	PIPE CULV, CL A, T- 3 42"	FOOT	181.000	92.00	16,652.00
542A2749	PIPE CULV, CL A, T- 4 24"	FOOT	60.000	62.00	3,720.00
542A2755	PIPE CULV, CL A, T- 4 30"	FOOT	156.000	71.00	11,076.00

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						10	PAY ITEMS
542A2767	PIPE CULV, CL A, T- 4 42"	FOOT	209.000	93.00	19,437.00		
542A3379	PIPE CULV, CL A, T- 5 24"	FOOT	127.000	63.00	8,001.00		
542A4009	PIPE CULV, CL A, T- 6 24"	FOOT	54.000	64.00	3,456.00		
542A4033	PIPE CULV, CL A, T- 6 48"	FOOT	134.000	100.00	13,400.00		
542A4045	PIPE CULV, CL A, T- 6 60"	FOOT	318.000	160.00	50,880.00		
542A8203	PIPE CULV, CL A, T- 2 EQ RND-S	FOOT	434.000	62.00	26,908.00		
542A8215	PIPE CULV, CL A, T- 2 EQ RND-S	FOOT	8.000	90.00	720.00		
542A8233	PIPE CULV, CL A, T- 2 EQ RND-S	FOOT	82.000	140.00	11,480.00		
542A8333	PIPE CULV, CL A, T- 3 EQ RND-S	FOOT	137.000	142.00	19,454.00		
542JA036	PIPE CULV, CL A 36" (JACKED)	FOOT	230.000	800.00	184,000.00		
542JA042	PIPE CULV, CL A 42" (JACKED)	FOOT	172.000	900.00	154,800.00		
542JA048	PIPE CULV, CL A 48" (JACKED)	FOOT	369.000	1,300.00	479,700.00		
550A0340	STRM SWRS, CL A, T- 2 12"	FOOT	89.000	32.00	2,848.00		
550A0360	STRM SWRS, CL A, T- 2 15"	FOOT	6,081.000	37.00	224,997.00		
550A0380	STRM SWRS, CL A, T- 2 18"	FOOT	865.000	38.00	32,870.00		

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550A0410	STRM SWRS, CL A, T- 2 24"	FOOT	165.000	42.00	6,930.00
550A0430	STRM SWRS, CL A, T- 2 30"	FOOT	256.000	60.00	15,360.00
550A0450	STRM SWRS, CL A, T- 2 36"	FOOT	60.000	62.00	3,720.00
550A0470	STRM SWRS, CL A, T- 2 42"	FOOT	421.000	82.00	34,522.00
550A0490	STRM SWRS, CL A, T- 2 54"	FOOT	60.000	153.00	9,180.00
550A0640	STRM SWRS, CL A, T- 3 12"	FOOT	5.000	42.00	210.00
550A0660	STRM SWRS, CL A, T- 3 15"	FOOT	41.000	45.00	1,845.00
550A0750	STRM SWRS, CL A, T- 3 36"	FOOT	485.000	78.00	37,830.00
550A0770	STRM SWRS, CL A, T- 3 42"	FOOT	212.000	100.00	21,200.00
550A0790	STRM SWRS, CL A, T- 3 54"	FOOT	174.000	155.00	26,970.00
550A0960	STRM SWRS, CL A, T- 4 15"	FOOT	152.000	49.00	7,448.00
550A0980	STRM SWRS, CL A, T- 4 18"	FOOT	533.000	50.00	26,650.00
550A1080	STRM SWRS, CL A, T- 4 48"	FOOT	39.000	162.00	6,318.00
550A1100	STRM SWRS, CL A, T- 4 60"	FOOT	38.000	215.00	8,170.00
550A2600	STM SWR, RUB GSK, CL A, T- 2 3	FOOT	81.000	78.00	6,318.00

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55100200	STORM SEWER REM 6"	FOOT	126.000	6.00	756.00
55100300	STORM SEWER REM 8"	FOOT	98.000	8.00	784.00
55100500	STORM SEWER REM 12"	FOOT	1,555.000	10.00	15,550.00
55100700	STORM SEWER REM 15"	FOOT	58.000	10.00	580.00
55100900	STORM SEWER REM 18"	FOOT	988.000	12.00	11,856.00
55101200	STORM SEWER REM 24"	FOOT	218.000	15.00	3,270.00
55101400	STORM SEWER REM 30"	FOOT	191.000	15.00	2,865.00
55101600	STORM SEWER REM 36"	FOOT	640.000	15.00	9,600.00
55101900	STORM SEWER REM 48"	FOOT	174.000	20.00	3,480.00
55102100	STORM SEWER REM 60"	FOOT	120.000	20.00	2,400.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	5.000	250.00	1,250.00
56103300	DUCTILE IRON WATER MAIN 12"	FOOT	89.000	350.00	31,150.00
58700300	CONCRETE SEALER	SQ F	10,188.000	2.50	25,470.00
59100100	GEOCOMPOSITE WALL DRAIN	SQ Y	1,106.000	20.00	22,120.00
59300100	CNTRLLED LOW-STRENGTH MATL	CU Y	143.700	105.00	15,088.50

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60100060	CONCR HDWLLS FOR PI DRAINS	EACH	21.000	400.00	8,400.00
60108100	P UNDERDR 4" (SPL)	FOOT	854.000	11.00	9,394.00
60108200	P UNDERDR 6" (SPL)	FOOT	3,197.000	12.00	38,364.00
60108300	P UNDERDR 8" (SPL)	FOOT	11.000	33.00	363.00
60109510	P UNDERDR, FAB LIN TR 4"	FOOT	7,881.000	13.00	102,453.00
60109520	P UNDERDR, FAB LIN TR 6"	FOOT	25,782.000	14.00	360,948.00
60200105	CB, T- A, 4'-DIA, T- 1 FR, OL	EACH	1.000	2,300.00	2,300.00
60200805	CB, T- A, 4'-DIA, T- 8 GRATE	EACH	3.000	3,000.00	9,000.00
6020131C	CB, T- A, 4'-DIA, T- 20 F&G	EACH	20.000	1,900.00	38,000.00
60204505	CB, T- A, 5'-DIA, T- 8 GRATE	EACH	1.000	3,500.00	3,500.00
60205010	CB, T- A, 5'-DIA, T- 20 F&G	EACH	1.000	3,700.00	3,700.00
60206600	CB, T- B, T- 7 GRATE	EACH	5.000	5,100.00	25,500.00
60218300	MHS, T- A, 4'-DIA, T- 1 FR, OL	EACH	1.000	2,250.00	2,250.00
60218400	MHS, T- A, 4'-DIA, T- 1 FR, CL	EACH	8.000	2,275.00	18,200.00
60221000	MHS, T- A, 5'-DIA, T- 1 FR, OL	EACH	2.000	2,700.00	5,400.00

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			5,335,690.700			10	633
60221100	MHS, T- A, 5'-DIA, T- 1 FR, CL	EACH	1.000	2,725.00	2,725.00		
60223700	MHS, T- A, 6'-DIA, T- 1 FR, OL	EACH	1.000	5,600.00	5,600.00		
60223800	MHS, T- A, 6'-DIA, T- 1 FR, CL	EACH	5.000	5,625.00	28,125.00		
60224446	MHS, T- A, 7'-DIA, T- 1 FR, CL	EACH	9.000	10,000.00	90,000.00		
60224468	MHS, T- A, 9'-DIA, T- 8 GRATE	EACH	2.000	17,000.00	34,000.00		
60224469	MHS, T- A, 9'-DIA, T- 1 FR, CL	EACH	3.000	18,000.00	54,000.00		
60248900	VLV VAULTS, T- A, 5'-DIA, T- 1	EACH	1.000	1,500.00	1,500.00		
60265700	VLV VAULTS TO BE ADJUSTED	EACH	1.000	400.00	400.00		
60500040	REMOVING MHS	EACH	5.000	200.00	1,000.00		
60500050	REMOVING CB	EACH	47.000	200.00	9,400.00		
60500060	REMOVING INLETS	EACH	5.000	200.00	1,000.00		
60602500	CONCRETE GUTTER, T- A	FOOT	775.000	25.00	19,375.00		
60618320	CONC MEDIAN SURF, 6 IN	SQ F	9,836.000	6.00	59,016.00		
63000001	SPBGR, T- A, 6 FOOT POSTS	FOOT	375.000	20.32	7,620.00		
63000003	SPBGR, T- A, 9 FOOT POSTS	FOOT	187.500	24.32	4,560.00		

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63100045	TRAF BAR TERM, T- 2	EACH	3.000	934.00	2,802.00
63100089	TRAF BAR TERM, T- 6B	EACH	2.000	2,861.00	5,722.00
63100167	TRAF BAR TERM, T- 1 (SPL) TGNT	EACH	5.000	2,110.00	10,550.00
63200310	GRDRL REM	FOOT	2,432.000	4.00	9,728.00
63500105	DELINEATORS	EACH	112.000	39.40	4,412.80
63700175	CONC BARR, SF, 42 IN HT	FOOT	2,326.000	35.00	81,410.00
63700275	CONC BARR, DOUBLE FACE, 42 IN	FOOT	108.000	80.00	8,640.00
63700900	CONC BARR BASE	FOOT	2,435.000	30.00	73,050.00
63800920	MOD GLARE SCRNSYS, TEMP	FOOT	5,098.000	8.00	40,784.00
64200108	SHOULDER RUMBLE STRIPS, 8 IN	FOOT	8,712.000	0.41	3,571.92
64200116	SHLDR RUMBLE STRIPS, 16 IN	FOOT	8,426.000	0.41	3,454.66
66400305	CHAIN LINK FENCE, 6'	FOOT	2,000.000	18.91	37,820.00
66600105	FURN AND ERECTING ROW MRKS	EACH	8.000	900.00	7,200.00
70103815	TRAFFIC CNTRL SURVEILLANCE	CAL	810.000	1.00	810.00
70106800	CHANGEABLE MESSAGE SIGN	CAL	54.000	900.00	48,600.00

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70301000	WORK ZONE PAVT MRK REM	SQ F	46,925.000	0.01	469.25
70400100	TEMP CONC BARR	FOOT	10,312.500	27.00	278,437.50
70400200	RELOCATE TEMP CONC BARR	FOOT	25,150.000	2.50	62,875.00
70600240	IMPACT ATTNS, TEMP (NRD), TL3	EACH	4.000	3,500.00	14,000.00
70600260	IMPACT ATTNS, TEMP (FDR), TL3	EACH	9.000	5,550.00	49,950.00
70600332	IMPACT ATTNS, RELO (FDR, NAR)	EACH	23.000	2,500.00	57,500.00
72000100	SIGN PANEL - T- 1	SQ F	146.000	22.00	3,212.00
72000200	SIGN PANEL - T- 2	SQ F	832.000	20.90	17,388.80
72000300	SIGN PANEL - T- 3	SQ F	5,995.000	20.20	121,099.00
72400200	REMOVE SIGN PANEL ASS- T- B	EACH	27.000	200.00	5,400.00
72400310	REMOVE SIGN PANEL - T- 1	SQ F	81.000	20.00	1,620.00
72400320	REMOVE SIGN PANEL - T- 2	SQ F	28.000	25.00	700.00
72400330	REMOVE SIGN PANEL - T- 3	SQ F	1,091.000	10.00	10,910.00
72700100	STR STL SIGN SUPPT - BRKWY	POUN	7,218.000	3.00	21,654.00
73000100	WOOD SIGN SUPPT	FOOT	842.000	27.10	22,818.20

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73300100	OVHRD SGN STR - SPAN, T- I-A 4	FOOT	177.000	764.10	135,245.70
73300300	OVHRD SGN STR - SPAN, T- III-A	FOOT	107.000	870.50	93,143.50
73400100	CONCRETE FDNDS	CU Y	15.900	1,178.00	18,730.20
73400200	DRILLED SHAFT CONCRETE FDNDS	CU Y	76.300	1,257.00	95,909.10
73600100	REMOVE OVRHD SGN STR - SPAN	EACH	1.000	9,227.10	9,227.10
73600200	REMOVE OVRHD SGN STR - CANT	EACH	6.000	3,542.70	21,256.20
73602000	REMOVE OVRHD SGN STR - BM	EACH	1.000	6,253.80	6,253.80
73700100	REMOVE GM SIGN SUPPORT	EACH	4.000	200.00	800.00
73700200	REMOVE CONCRETE FNDN - GM	EACH	4.000	912.80	3,651.20
73700300	REMOVE CONCRETE FNDN - OVRHD	EACH	10.000	1,433.40	14,334.00
78000200	THPL PAVT MRK - LINE 4"	FOOT	6,108.000	1.15	7,024.20
78000500	THPL PAVT MRK - LINE 8"	FOOT	3,457.000	4.50	15,556.50
78000600	THPL PAVT MRK - LINE 12"	FOOT	592.000	6.50	3,848.00
78003120	PREF PLASTIC PAVT MRK, T- B -	FOOT	3,110.000	4.25	13,217.50
78005100	EPOXY PAVT MRK - LTRS AND SYM	SQ F	290.000	5.75	1,667.50

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78005110	EPOXY PAVT MRK - LINE 4"	FOOT	33,850.000	0.68	23,018.00
78005120	EPOXY PAVT MRK - LINE 5"	FOOT	9,434.000	1.02	9,622.68
78005140	EPOXY PAVT MRK - LINE 8"	FOOT	15,278.000	1.41	21,541.98
78005150	EPOXY PAVT MRK - LINE 12"	FOOT	1,252.000	2.30	2,879.60
78005180	EPOXY PAVT MRK - LINE 24"	FOOT	77.000	5.50	423.50
78008200	POLY PAVT MRK T- I - LTRS AND	SQ F	72.000	12.50	900.00
78008210	POLYUREA PAVT MRK T- I - LINE	FOOT	11,899.000	0.98	11,661.02
78008220	POLYUREA PAVT MRK T- I - LINE	FOOT	4,428.000	1.24	5,490.72
78008240	POLYUREA PAVT MRK T- I - LINE	FOOT	11,992.000	2.50	29,980.00
78008250	POLYUREA PAVT MRK T- I - LINE	FOOT	1,417.000	4.50	6,376.50
78100100	RAISED REFL PAVT MRK	EACH	956.000	36.15	34,559.40
78100200	TEMP RAISED REFL PAVT MRK	EACH	2,250.000	25.00	56,250.00
78200410	GRDRL MRKS, T- A	EACH	9.000	10.00	90.00
78200520	BAR WALL MRKS, T- B	EACH	16.000	5.00	80.00
78200530	BAR WALL MRKS, T- C	EACH	680.000	8.00	5,440.00

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78201000	TERML MARK - DIRECT APPLIED	EACH	5.000	30.00	150.00
78300100	PAVT MKR REM	SQ F	271,035.000	0.10	27,103.50
78300200	RAISED REFL PAVT MKR REM	EACH	1,007.000	5.00	5,035.00
80400100	ELECTRIC SERVICE INSTALLATION	EACH	4.000	2,493.00	9,972.00
81028200	UNDRGRD CND, GLV STEEL, 2" DIA	FOOT	4,641.000	27.30	126,699.30
81028220	UNDRGRD CND, GLV STEEL, 3" DIA	FOOT	457.000	47.20	21,570.40
81028370	UNDRGRD CND, PVC, 3" DIA.	FOOT	103.000	47.60	4,902.80
81100320	CND ATS, 1" DIA., PVC CTD GLV	FOOT	2,767.000	36.30	100,442.10
81100805	CND ATS, 3" DIA., PVC CTD GLV	FOOT	80.000	91.50	7,320.00
81200230	CND EMBED IN STR, 2" DIA., PVC	FOOT	649.000	5.00	3,245.00
81300220	JNCT BOX, SS, ATS, 6" X 6" X 4	EACH	36.000	747.00	26,892.00
81300530	JNCT BOX, SS, ATS, 12" X 10" X	EACH	21.000	937.00	19,677.00
81400200	HEAVY-DUTY HANDHOLE	EACH	15.000	3,198.00	47,970.00
81603081	UNIT DUCT, 60CV, 3-1C NO.2, 1/	FOOT	9,620.000	13.10	126,022.00
81702110	E CBL IN CND, 600V (XLP-T- USE	FOOT	9,450.000	0.10	945.00

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81702140	E CBL IN CND, 600V (XLP-T- USE	FOOT	1,185.000	2.80	3,318.00
81702150	E CBL IN CND, 600V (XLP-T- USE	FOOT	3,555.000	3.30	11,731.50
81702415	E CBL IN CND, 600V (XLP-T- USE	FOOT	4,890.000	3.40	16,626.00
81702441	E CBL IN CND, 600V (XLP-T- USE	FOOT	190.000	0.10	19.00
81702450	E CBL IN CND, 600V (XLP-T- USE	FOOT	161.000	0.10	16.10
81800300	A CBL, 3-1/C NO. 2 WITH MSSGR	FOOT	14,355.000	5.50	78,952.50
81800400	A CBL, 4-1/C NO. 2 WITH MSSGR	FOOT	10,432.000	5.80	60,505.60
82102400	LUM, SOD VPR, HRZ MT, 400 WATT	EACH	21.000	582.00	12,222.00
82107200	UNDRPS LUM, 100 WATT, HPS VAPO	EACH	36.000	1,839.00	66,204.00
83050825	LIGHT POLE, ALUM, 47.5 FT. M.H	EACH	21.000	2,154.00	45,234.00
83600200	LIGHT POLE FOUNDATION, 24" DIA	FOOT	387.000	259.30	100,349.10
83800205	BRKAWY DEVICE, TRNSFRMR BASE,	EACH	19.000	322.00	6,118.00
84100110	REM OF TEMP LIGHTING UNIT	EACH	113.000	795.00	89,835.00
84200600	REM OF LIGHTING UNIT, NO SALVA	EACH	62.000	397.00	24,614.00
84200804	REM OF POLE FOUNDATION	EACH	66.000	50.00	3,300.00

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84500110	REM OF LIGHTING CNTRLER	EACH	1.000	795.00	795.00
84500130	REM OF LIGHTING CNTRLER FOUND	EACH	1.000	50.00	50.00
85000200	MAINT OF EX TRAFFIC SIGNAL INS	EACH	2.000	4,462.00	8,924.00
86300200	CNTRLER CABINET T- II	EACH	2.000	5,262.00	10,524.00
87800200	CONCRETE FOUNDATION, T- D	FOOT	21.000	783.00	16,443.00
87900200	DRILL EX HANDHOLE	EACH	5.000	50.00	250.00
89000100	TEMP TRAFFIC SIGNAL INSTALLATI	EACH	2.000	225,130.00	450,260.00
89500500	CABINET HOUSING EQUIPMENT RELO	EACH	4.000	2,385.00	9,540.00
89500510	CABINET HOUSING EQUIPMENT REM	EACH	5.000	795.00	3,975.00
89502200	MOD EXIST CONTROLLER	EACH	1.000	2,400.00	2,400.00
89502300	REMOVE E CBL FROM CND	FOOT	3,227.000	0.10	322.70
89502380	REMOVE EX HANDHOLE	EACH	15.000	50.00	750.00
89502385	REMOVE EX CONCRETE FOUNDATION	EACH	5.000	50.00	250.00
A2000120	TREE (AUTUMN BLAZE FREEMAN MAP	EACH	25.000	325.00	8,125.00
A2002320	TREE. (RIVER BIRCH), 2-1/2" CA	EACH	21.000	325.00	6,825.00

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<====CONTRACTOR NUMBER
 CONTRACTOR NAME====>
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BLANK PRICES
 10
 PAY ITEMS
 633

TOTAL QUANTITY
 5,335,690.700

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	= TOTAL PRICE
A2002520	TREE (AMERICAN HORNBEAM), 2-1/2"	EACH	18.000	400.00	7,200.00
A2005316	TREE. (AMERICAN SWEETGUM), 2"	EACH	17.000	275.00	4,675.00
A2005520	TREE. (BLACK TUPELO), 2-1/2" C	EACH	39.000	350.00	13,650.00
A2005620	TREE, (AMERICAN HOPHORNBEAM),	EACH	20.000	400.00	8,000.00
A2006420	TREE (WHITE OAK), 2-1/2" CAL,	EACH	8.000	400.00	3,200.00
A2006720	TREE (BUR OAK), 2-1/2" CAL, B&	EACH	20.000	350.00	7,000.00
A2007230	TREE (BENJAMIN BLACK LOCUST),	EACH	24.000	450.00	10,800.00
A2008819	TREE (VALLEY FORGE AMERICAN EL	EACH	15.000	325.00	4,875.00
A2012116	TREE (AUTUMN SPLENDOR BUCKEYE)	EACH	28.000	350.00	9,800.00
A2018720	TREE (ACCOLADE ELM), 2-1/2" CA	EACH	13.000	325.00	4,225.00
B2000668	TREE (APPLE SERVICEBERRY), 7'	EACH	43.000	275.00	11,825.00
B2001620	TREE (THORN LESS COCKSPUR HAWT	EACH	42.000	300.00	12,600.00
B2005466	TREE (SCHUBERT CHOKEBERRY), 6'	EACH	15.000	225.00	3,375.00
B2010070	TREE (AMERICAN YELLOWWOOD), 2"	EACH	8.000	400.00	3,200.00
C2001120	SHRUB (NEW JERSEY TEA), CNTRN	EACH	105.000	50.00	5,250.00

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10	633		5,335,690.700			
	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X UNIT PRICE	= TOTAL PRICE	
C2012472	SHRUB (NANNYBERRY VIBURNUM), 6	EACH	34.000	100.00	3,400.00	
C2017136	SHRUB (AUTUMN JAZZ VIBURNUM),	EACH	72.000	50.00	3,600.00	
C2C01936	SHRUB(BAILEY REDOSIER DOGWOOD)	EACH	166.000	50.00	8,300.00	
C2C03036	SHRUB (NORTHERN SUN BORDER FOR	EACH	77.000	50.00	3,850.00	
C2C03120	SHRUBL (HAPPY CENTENNIAL FORSY	EACH	40.000	50.00	2,000.00	
C2C04738	SHRUB (SUMMER WINE COMMON NINE.	EACH	70.000	55.00	3,850.00	
C2C10924	SHRUB (DWARF KOREAN LILAC), 2'	EACH	63.000	50.00	3,150.00	
D2000284	EVGRN (FAIRVIEW PYRAMIDAL JUN	EACH	160.000	175.00	28,000.00	
D2001578	EVGRNA (EASTERN RED CEDAR), 8	EACH	38.000	250.00	9,500.00	
D2001972	EVGRN (BLACK HILLS SPRUCE), 6	EACH	30.000	250.00	7,500.00	
D2002484	EVGRN, (VANDERWOLF'S PYRAMID	EACH	40.000	400.00	16,000.00	
D2002784	EVGRN (AUSTRIAN PINE), 7' HT,	EACH	33.000	350.00	11,550.00	
K1005481	SHREDDED BARK MULCH 3"	SQ Y	1,270.000	4.00	5,080.00	
X0322440	DIGITAL LOOP DET SENS UNIT (2	EACH	3.000	917.00	2,751.00	
X0322730	TV INSPECT OF BOX CLVRT	L SU	1.000	29,000.00	29,000.00	

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			633				
X0322936	REMOVE EX FLAR END SECT	EACH	15.000	243.11			3,646.65
X0323583	SPEED INDICATOR SIGN	CAL	1,620.000	50.00			81,000.00
X0325155	REMOVE ABANDONED GAS MAIN	FOOT	32.000	50.00			1,600.00
X0325207	TV INSPECT OF SEWER	FOOT	2,644.000	5.64			14,912.16
X0325340	FIRE HYDRANT WITH 6" VLV AND V	EACH	1.000	5,100.00			5,100.00
X0326092	RELO CC TV SURV CAMERA SYS	EACH	1.000	25,944.00			25,944.00
X0326357	ROADWAY LIGHTING MODIFICATIONS	L SU	1.000	35,430.00			35,430.00
X0326460	CC TV CIRUTS, WIRELESS DSTRBT	EACH	1.000	53,588.00			53,588.00
X0326845	SERVICE PROVIDER	CAL	27.000	1,667.00			45,009.00
X0326847	TEMP DETECT SYSTEM MON MAINT	CAL	27.000	173.10			4,673.70
X0326936	CONTR DESIGN GROUND IMPRV	L SU	1.000	343,000.00			343,000.00
X0326944	ATMS INTEGRATION	L SU	1.000	18,000.00			18,000.00
X0327566	ROADSIDE DETECTOR	EACH	10.000	12,745.00			127,450.00
X2020502	BRACED EXCAVATION	CU Y	692.000	0.01			6.92
X2090210	POROUS GRAN BACKFILL, SPL	CU Y	20,496.000	42.00			860,832.00

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X5210355	H L MULTI-ROT BEAR, FIXED - 65	EACH	6.000	4,000.00	24,000.00
X5630712	CONNECTION TO EX WATER MAIN 12	EACH	4.000	1,700.00	6,800.00
X5860110	GRAN BACKFILL FOR STRUCTURES	CU Y	886.000	50.00	44,300.00
X6020097	MHS, T- A, 6'-DIA, T- 1 FR, OL	EACH	2.000	12,500.00	25,000.00
X6061460	PAVED DITCH (SPL)	FOOT	425.000	50.00	21,250.00
X6430110	REM IMP ATTEN, SALV	EACH	5.000	800.00	4,000.00
X6640535	CHAIN LINK FENCE, 6' ATS	FOOT	130.000	23.65	3,074.50
X7011015	TRAF CNTRL & PROF (XWAYS)	L SU	1.000	3,425,000.00	3,425,000.00
X7013820	TRAFF\ CNTRL SURV, XWAYS	CAL	810.000	1.00	810.00
X7030025	WET REFL TEMP TAPE, T- III - L	SQ F	363.000	3.95	1,433.85
X7030030	WET REFL TEMP TAPE T- III, 4 I	FOOT	66,546.000	1.20	79,855.20
X7030035	WET REFL TEMP TAPE T- III, 5 I	FOOT	13,062.000	1.45	18,939.90
X7030045	WET REFL TEMP TAPE T- III, 8 I	FOOT	24,804.000	2.00	49,608.00
X7030050	WET REFL TEMP TAPE T- III, 12	FOOT	2,155.000	4.25	9,158.75
X7030055	WET REFL TEMP TAPE T- III, 24	FOOT	123.000	7.50	922.50

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X7040650	REM TEMP CONC BARR	FOOT	2,287.500	6.00	13,725.00
X8130110	JNCT BOX (SPL)	EACH	4.000	1,543.00	6,172.00
X8131168	JNCT BOX, NON-METALLIC, EMBD I	EACH	6.000	945.00	5,670.00
X8440110	RELOCATE EX LIGHT POLE WITH LU	EACH	9.000	3,122.00	28,098.00
X8440116	RELOCATE EX LIGHTING UNIT, SPL	EACH	13.000	2,105.00	27,365.00
X8730249	E CBL IN CND, NO. 19 6/C	FOOT	2,239.000	3.80	8,508.20
X8730312	E CBL IN CND, LEAD-IN, NO. 18	FOOT	2,167.000	3.50	7,584.50
X8730570	E CBL IN CND, COAXIAL VIDEO, R	FOOT	190.000	3.10	589.00
X8950450	REMOVE EX UNDRGRD CND	FOOT	2,519.000	0.10	251.90
Z0004552	APPROACH SLAB REM	SQ Y	917.000	15.00	13,755.00
Z0005305	BOX CULV TO BE CLEANED	FOOT	234.000	99.90	23,376.60
Z0018500	DRAINAGE STRUCT TO BE CLEAN	EACH	5.000	250.00	1,250.00
Z0026400	FURN AND PLACING SAND FILL	CU Y	1,404.000	35.00	49,140.00
Z0033020	LUM SAFETY CABLE ASSEMBLY	EACH	21.000	94.00	1,974.00
Z0033028	MAINT OF LIGHTING SYSTEM	CAL	26.000	1,018.70	26,486.20

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Z0046304	P UNDERDR FOR STRUCT 4"	FOOT	628.000	15.21	9,551.88
Z0062456	TEMP PAVT	SQ Y	17,960.000	42.00	754,320.00
Z0067700	STEEL CASINGS 20"	FOOT	62.000	150.00	9,300.00
Z0073002	TEMP SOIL RETENTION SYSTEM	SQ F	302.000	55.00	16,610.00
Z0073510	TEMP TRAFFIC SIGNAL TIMING	EACH	4.000	640.00	2,560.00
J1210100	GEO FABRIC, SPL	SQ Y	63,002.000	2.25	141,754.50
J1211110	TOPSOIL EXC AND PLACEMENT	CU Y	93,745.000	8.00	749,960.00
J1213004	EXPLR TRENCH, UTIL (HAND EXC)	FOOT	150.000	50.00	7,500.00
J1213006	EXPLR TRENCH, UTIL (VACUUM EXC)	FOOT	150.000	100.00	15,000.00
J1251010	EROS CNTRL BLANKET, BIONET	SQ Y	350,406.000	1.35	473,048.10
J1312022	STAB SUBBASE 6 WMA, 3T	SQ Y	63,521.000	14.60	927,406.60
J1355098	WARM-MIX ASPHALT BASE CSE, 3T	SQ Y	2,917.000	13.60	39,671.20
J1420005	PCC PAVT 10" (JOINTED)	SQ Y	3,292.000	52.00	171,184.00
J1420006	PCC PAVT 10.5" (JOINTED)	SQ Y	54,152.000	52.00	2,815,904.00
J1420040	BRIDGE APPROACH SLAB	SQ Y	474.000	300.00	142,200.00

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JI420041	TRANSITION APPROACH SLAB	SQ Y	2,657.000	175.00	464,975.00
JI481070	AGG SHLDS SPL, T- C	TON	231.000	35.50	8,200.50
JI481130	AGG SHLDRS WITH FILT FAB, T- B	SQ Y	12,821.000	9.10	116,671.10
JI482104	WARM-MIX ASPHALT SHLDS (6 IN.)	SQ Y	28,418.000	26.45	751,656.10
JI482112	WARM-MIX ASPHALT SHLDS (9 IN.)	SQ Y	12,304.000	39.40	484,777.60
JI503010	HIGH PERF CONC SUPERSTR	CU Y	2,650.900	600.00	1,590,540.00
JI505231	FURN AND ERCT STR STEEL NO. 1	L SU	1.000	750,000.00	750,000.00
JI505232	FURN AND ERCT STR STEEL NO. 2	L SU	1.000	30,001.00	30,001.00
JI505233	FURN AND ERCT STR STEEL NO. 3	L SU	1.000	2,750,000.00	2,750,000.00
JI505234	FURN AND ERCT STR STEEL NO. 4	L SU	1.000	1,450,000.00	1,450,000.00
JI505235	FURN AND ERCT STR STEEL NO. 5	L SU	1.000	1,520,000.00	1,520,000.00
JI601540	PIPE U DRAIN, 6" (MODIFIED)	FOOT	3,313.000	13.00	43,069.00
JI602115	CB, T- G-2, T- G-2 F&G	EACH	23.000	5,800.00	133,400.00
JI602117	CB, T- G-2, T- G-2 MODIFIED F&	EACH	2.000	6,000.00	12,000.00
JI602120	CB, T- G-3, T- G-3 F&G	EACH	24.000	7,000.00	168,000.00

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JI602122	CB, T- G-3, T- G-3 MODIFIED F&G	EACH	8.000	7,200.00	57,600.00
JI602184	CB, T- A, 4'-DIA, T- 20A F&G	EACH	20.000	2,000.00	40,000.00
JI602185	CB, T- A, 5'-DIA, T- 20A F&G	EACH	2.000	3,750.00	7,500.00
JI602705	DRN STR, T- 5 W T- 22A F&G	EACH	3.000	15,000.00	45,000.00
JI606010	GUTTER, T- G-2	FOOT	4,034.000	25.00	100,850.00
JI606015	GUTTER, T- G-2, MODIFIED	FOOT	196.000	35.00	6,860.00
JI606020	GUTTER, T- G-3	FOOT	4,041.000	26.00	105,066.00
JI606030	GUTTER, T- G-3, MODIFIED	FOOT	1,095.000	30.00	32,850.00
JI630002	GLV SPBGR, T- A, 6 FOOT POSTS	FOOT	1,312.500	20.32	26,670.00
JI630004	GLV SPBGR, T- A, 9 FOOT POSTS	FOOT	537.500	24.79	13,324.63
JI631110	TRAF BAR TERM, T- T1 (SPL) TAN	EACH	7.000	2,110.00	14,770.00
JI631112	TRAF BAR TERM, T- T1-A (SPL)	EACH	2.000	1,830.00	3,660.00
JI631120	TRAF BAR TERM, T- T2	EACH	3.000	934.00	2,802.00
JI631130	TRAF BAR TERM, T- T6	EACH	6.000	2,572.00	15,432.00
JI631135	TRAF BAR TERM, T- T6B	EACH	3.000	2,861.00	8,583.00

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JI631140	TRAF BAR TERM, T- T10	EACH	3.000	220.00			660.00
JI635010	ROADWAY DELINS	EACH	291.000	10.00			2,910.00
JI637001	CONC BARR BASE	FOOT	83.000	40.00			3,320.00
JI637011	CONC BARR, SF, REINF, 42 IN	FOOT	3,253.000	60.92			198,172.76
JI637012	CONC BARR TRANSITION	FOOT	83.000	125.00			10,375.00
JI637200	CONCRETE PAD FOR ENERGY ATTN	SQ	252.000	8.00			2,016.00
JI664305	ROW FENCE, T- 1, 6'	FOOT	2,100.000	14.42			30,282.00
JI664310	CORNER POST, ROW FENCE, T-1	EACH	11.000	290.00			3,190.00
JI664315	PULL POST, ROW FENCE, T- 1	EACH	2.000	290.00			580.00
JI664320	END POST, ROW FENCE, T- 1	EACH	2.000	220.00			440.00
JI664390	ROW FENCE, T- 1, FUSED - BONDV	FOOT	810.000	22.79			18,459.90
JI664400	ROW FENCE REM	FOOT	6,467.000	3.35			21,664.45
JI666010	ROW MRK	EACH	16.000	900.00			14,400.00
JI680007	HEADWALL T- I, 36"	EACH	1.000	3,150.00			3,150.00
JI680010	HEADWALL T- II, 42"	EACH	3.000	3,500.00			10,500.00

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JI680012	HEADWALL T- II, 54"	EACH	1.000	5,750.00	5,750.00
JI680013	HEADWALL T- II, 60"	EACH	1.000	6,450.00	6,450.00
JI680021	HEADWALL T- III, 48", 1:4	EACH	1.000	10,000.00	10,000.00
JI680026	HEADWALL T- III, 48", 1:6	EACH	1.000	13,250.00	13,250.00
JI680048	HDWLL T- IV, PIPE ARCH 48", 1:	EACH	1.000	9,700.00	9,700.00
JI680120	SLOPED HEADWALL T- III, 6", 1:	EACH	20.000	650.00	13,000.00
JI680122	SLOPED HEADWALL T- III, 15", 1	EACH	6.000	1,000.00	6,000.00
JI680125	SLOPED HEADWALL T- III, 24", 1	EACH	5.000	1,500.00	7,500.00
JI680127	SLOPED HEADWALL T- III, 30", 1	EACH	2.000	1,800.00	3,600.00
JI680130	SLOPED HEADWALL T- III, 6", 1:	EACH	20.000	1,000.00	20,000.00
JI680140	SLOPED HEADWALL T- III, 6", 1:	EACH	48.000	1,200.00	57,600.00
JI680142	SLOPED HEADWALL T- III, 15", 1	EACH	6.000	2,000.00	12,000.00
JI680145	SLOPED HEADWALL T- III, 24", 1	EACH	5.000	2,500.00	12,500.00
JI781005	RAISED PAVT LANE MRK, BRIDGE	EACH	21.000	50.00	1,050.00
JI781010	RAISED PAVT LANE MRK RFL	EACH	287.000	16.00	4,592.00

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JI782010	GRDRL DELIN, RFL MRK T- B	EACH	45.000	10.00	450.00
JI782020	CONC BARR DELIN, RFL MRK T- C	EACH	57.000	17.50	997.50
JI782110	TERMINAL MRK - DIRECT APPLIED	EACH	9.000	30.00	270.00
JI830018	TEMP WOOD POLE, 60 FT., CL 4 W	EACH	43.000	2,690.00	115,670.00
JI830025	TEMP WOOD POLE, 40 FT., CL 4	EACH	15.000	1,358.00	20,370.00
JI999719	PRESSURE VLV INSERT, 12 IN	EACH	1.000	18,000.00	18,000.00
JI999760	FIBER OPT CBL, SINGLE MODE, NO	FOOT	3,032.000	3.70	11,218.40
JI999764	NON-INV MAGN IND SENSOR	EACH	6.000	2,055.00	12,330.00
JI999766	NON-INVASIVE MAGNETO IND SENSO	FOOT	1,634.000	3.40	5,555.60
JI999768	PREFORMED INDUCTION LOOP	FOOT	112.000	14.60	1,635.20
JIA20060	TREE (SEVEN SON FLOWER), 8' HT	EACH	40.000	275.00	11,000.00
JIB20030	(BEDING GOLD) 2-1/2 B&B	EACH	25.000	350.00	8,750.00
JIC20040	(SUMMER STARS HONEYSD) 18" HT	EACH	153.000	50.00	7,650.00
JIC20042	SHRUB (BITTERSWEET), 5 GAL, CO	EACH	99.000	55.00	5,445.00
JIC20046	SHRUB (NINEBARK), 5 GAL, CONT	EACH	84.000	50.00	4,200.00

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JIC20048	SHRUB (SMOOTH SUMAC), 5 GAL, C	EACH	38.000	50.00	1,900.00
JS107361	APPLY DUST SUPPRES AGENTS	UNIT	200.000	50.00	10,000.00
JS120100	TRL MTD FULL MATRIX PORT CMS	EACH	2.000	15,000.00	30,000.00
JS120101	TRL MTD FULL MATRIX PORT CMS	EAWK	234.000	300.00	70,200.00
JS120102	TRL MTD FULL MATRIX PORT CMS	EAMN	54.000	1,200.00	64,800.00
JS120710	ENERGY ATTN	EACH	2.000	34,475.00	68,950.00
JS280020	MGMNT OF EROS AND SED CNTRL	CAMO	19.000	1,000.00	19,000.00
JS280030	EROS & SED CNTRL-EXCAVATION	CU Y	31,847.000	0.01	318.47
JS280040	EROS & SED CNTRL-CLEANOUT	CU Y	31,847.000	0.01	318.47
JS280050	SILT FENCE	FOOT	4,591.000	2.00	9,182.00
JS280051	RE-ERECT SILT FENCE	FOOT	1,148.000	2.00	2,296.00
JS280100	SUPER SILT FENCE	FOOT	1,223.000	15.00	18,345.00
JS280110	TEMP PIPE SLOPE DRAINS	FOOT	652.000	25.00	16,300.00
JS280120	TREE PROTECTION	FOOT	2,470.000	3.75	9,262.50
JS280140	TEMP RIPRAP	TON	11,457.000	25.00	286,425.00

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JS280150	TEMP STAB WITH STRAW MULCH	ACRE	84.000	1,200.00	100,800.00
JS280151	SAME-DAY STAB	SQ Y	20,270.000	0.01	202.70
JS280180	RECTANGULAR INLET PROTECTION	EACH	36.000	200.00	7,200.00
JS280190	GEOTEXTILE FABRIC, CL C	SQ Y	2,527.000	1.91	4,826.57
JS280200	FILT FAB INLET PROTECTION	EACH	131.000	100.00	13,100.00
JS280240	TEMP DITCH CHECK, ROLLED EXCLR	EACH	342.000	55.00	18,810.00
JS670CM0	FIELD OFFICE, T- C (MODIFIED)	CAL	17.000	2,000.00	34,000.00
JS671010	MOBILIZATION, TOLLWAY	L SU	1.000	3,725,000.00	3,725,000.00
JS733B25	OVRHD SGN STR, CANT T- (STEEL)	FOOT	25.000	1,897.80	47,445.00
JS733070	OVRHD SGN STR, SPAN T- (ALUM)	FOOT	70.000	1,115.30	78,071.00
JS73310C	OVRHD SGN STR, SPAN T- (ALUM)	FOOT	200.000	945.70	189,140.00
JS733110	OVRHD SGN STR, SPAN T- (ALUM)	FOOT	220.000	443.50	97,570.00
JS733130	OVRHD SGN STR, SPAN T- (ALUM)	FOOT	130.000	1,340.00	174,200.00
JS734A10	FOUNDATION FOR OVRHD SGN STR,	CU Y	385.000	500.00	192,500.00
JS734B10	FOUNDATION FOR OVRHD SGN STR,	CU Y	42.000	500.00	21,000.00

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JS804100	ELECTRIC SERVICE INSTALLATION	EACH	1.000	4,948.00	4,948.00
JS810096	UNDRGRD CND, PVC CTD GLV STEEL	FOOT	150.000	42.90	6,435.00
JS810826	UNDRGRD CND, GLV STEEL, 6" DIA	FOOT	121.000	74.60	9,026.60
JS810839	UNDRGRD CND, PVC, 4" DIA.	FOOT	1,932.000	26.80	51,777.60
JS810874	UNDRGRD CND, COILABLE NONMET C	FOOT	75,486.000	2.20	166,069.20
JS810875	UNDRGRD CND, COILABLE NONMET C	FOOT	29,284.000	3.20	93,708.80
JS810881	UNDRGRD CND, COILABLE NONMET C	FOOT	3,826.000	30.20	115,545.20
JS810883	UNDRGRD CND, COILABLE NONMET C	FOOT	2,388.000	43.80	104,594.40
JS811032	CND ATS, 1" DIA., PVC CTD GLV	FOOT	1,270.000	51.90	65,913.00
JS811060	CND ATS, 2" DIA., PVC CTD GLV	FOOT	2,385.000	54.10	129,028.50
JS811080	CND ATS, 3" DIA., PVC CTD GLV	FOOT	190.000	110.40	20,976.00
JS812023	CND EMBD IN STR, 2" DIA., PVC	FOOT	3,306.000	5.00	16,530.00
JS813002	JNCT BOX, SS, EMBD IN STR, 20"	EACH	11.000	1,545.00	16,995.00
JS813022	JNCT BOX, SS, ATS, 6" X 6" X	EACH	22.000	661.00	14,542.00
JS813053	JNCT BOX, SS, ATS, 12" X 10" X	EACH	8.000	1,310.00	10,480.00

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JS813083	JNCT BOX, SS, ATS, 18" X 18" X	EACH	4.000	1,447.00	5,788.00
JS813094	JNCT BOX, SS, ATS, 24" X 24" X	EACH	7.000	1,893.00	13,251.00
JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	35.000	3,625.00	126,875.00
JS816012	UNIT DUCT, W 2-1/C NO. 4 & 1/C	FOOT	2,359.000	20.20	47,651.80
JS816078	UNIT DUCT, W 4-1/C NO. 4 & 1/	FOOT	17,395.000	11.80	205,261.00
JS817211	E CBL IN CND, 600V (XLP-T- USE	FOOT	5,105.000	0.10	510.50
JS817213	E CBL IN CND, 600V (XLP-T- USE	FOOT	3,446.000	1.20	4,135.20
JS817214	E CBL IN CND, 600V (XLP-T- USE	FOOT	13,560.000	1.20	16,272.00
JS817218	E CBL IN CND, 600V (XLP-T- USE	FOOT	510.000	7.80	3,978.00
JS821009	TEMP LUM, SOD VPR, HIGH MAST,	EACH	27.000	917.00	24,759.00
JS821100	LUM, LED, HRZ MT	EACH	111.000	851.00	94,461.00
JS821110	UNDRPS LUM, LED	EACH	22.000	1,591.00	35,002.00
JS825004	LIGHTING CNTRLER, 200 AMPERE	EACH	1.000	20,131.00	20,131.00
JS828001	LIGHTING CNTRLER FOUNDATION,	EACH	1.000	5,511.00	5,511.00
JS830003	GMED LIGHT POLE, ALUM, 50 FT.,	EACH	91.000	2,234.00	203,294.00

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JS830006	BR MTD LIGHT POLE, ALUM, 50 FT	EACH	6.000	2,429.00	14,574.00
JS830013	WALL MTD LIGHT POLE, ALUM, 50	EACH	14.000	2,429.00	34,006.00
JS830045	TEMP WOOD POLE, 90 FT., CL 2,	EACH	27.000	6,018.00	162,486.00
JS836001	LIGHT POLE FOUNDATION (ROADWAY	EACH	91.000	1,153.00	104,923.00
JS846001	MAINTAIN LIGHTING SYSTEM	L SU	1.000	8,924.00	8,924.00
JT131433	JNCT BOX	EACH	4.000	2,206.00	8,824.00
JT150500	CONTRACT ADJUSTMENT ALLOWANCE	UNIT	126,000.000	1.00	126,000.00
JT154002	DISP OF UNIDENTIFIED HAZARDOUS	UNIT	1,500.000	1.00	1,500.00
JT154006	TEMP IMPACT ATN REPLACEMENT/R	UNIT	75,000.000	1.00	75,000.00
JT154007	TEMP CONC BARR WALL REPLACEMEN	UNIT	85,000.000	1.00	85,000.00
JT154008	UNFORESEEN ADDL MAINT OF TRAFF	UNIT	75,000.000	1.00	75,000.00
JT154009	TEMP TRAFFIC SIGNAL INSTALATI	UNIT	50,000.000	1.00	50,000.00
JT154040	CONTRACT ALLOWANCE FOR RADIO F	UNIT	30,000.000	1.00	30,000.00
JT154100	ALLOWANCE FOR SPMTL FLAGGING	UNIT	10,000.000	1.00	10,000.00
JT154135	ALLOWANCE FOR TEMP CONC BARR	UNIT	10,000.000	1.00	10,000.00

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JT154149	ALLOWANCE FOR UNFORESEEN EARTH	UNIT	10,000.000	1.00	10,000.00
JT154150	ALLOWANCE FOR STEEL COSTS ADJU	UNIT	60,000.000	1.00	60,000.00
JT154160	ALLOWANCE FOR FUEL COSTS ADJUS	UNIT	90,000.000	1.00	90,000.00
JT154161	ALLOWANCE FOR BITUMINOUS MAJLS	UNIT	60,000.000	1.00	60,000.00
JT155001	CONTRACTOR'S QUALITY PROGRAM	L SU	1.000	1,165,000.00	1,165,000.00
JT160006	CND FOR SINGLE MODE FIBER OPT	FOOT	780.000	115.80	90,324.00
JT160130	HH FOR SINGLE MODE FIBER OPT C	EACH	10.000	2,182.00	21,820.00
JT160132	HH FOR SINGLE MODE FIBER OPT C	EACH	5.000	2,981.00	14,905.00
JT160150	CBL MRK SIGN FOR SINGLE MODE F	EACH	6.000	262.00	1,572.00
JT160152	CBL MRK SIGN WITH POST FOR SIN	EACH	47.000	356.00	16,732.00
JT160400	PROT FOR FIBER OPT CBL	EACH	3.000	791.00	2,373.00
JT201950	FURROW	FOOT	25,600.000	2.77	70,912.00
JT205010	EMBANK UNDER STRUCTURE	CU Y	1,302.000	25.00	32,550.00
JT21C001	POROUS GRAN BACKFILL	CU Y	280.000	45.00	12,600.00
JT211A11	SUBGR AGG 12 IN.	CU Y	642.000	40.00	25,680.00

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JT211200	PREPARED TOPSOIL F & P, 8"	SQ Y	4,068.000	10.00	40,680.00
JT211202	PREPARED TOPSOIL F & P, 12"	SQ Y	25,432.000	15.00	381,480.00
JT250430	SEEDING, CL 2E SALT TOL ROADS	ACRE	22.500	2,000.00	45,000.00
JT250440	SEEDING, CL 4F NAT GRASS, LOW	ACRE	13.800	2,400.00	33,120.00
JT250445	SEEDING, GRASS-FORB MIX	ACRE	0.800	5,000.00	4,000.00
JT250450	SEEDING, TALL FESCUE MIX	ACRE	35.300	2,000.00	70,600.00
JT251020	BIOSWALE EROS CNTRL BLANKET	SQ Y	4,068.000	1.50	6,102.00
JT254015	BIOSWALE PLUGS	SQ Y	3,130.000	16.00	50,080.00
JT285050	ARTIC CONC BLOCK REVET SYS	SQ Y	2,816.000	75.00	211,200.00
JT313010	SUBGR AGG, SPL, 9"	CU Y	33,000.000	35.00	1,155,000.00
JT504100	PREC CONC BRIDGE APPR SLABS	SQ F	11,760.000	25.00	294,000.00
JT504154	F&E SHAL DPTH F P CONC BM 54	FOOT	865.000	450.00	389,250.00
JT508010	REINF BARS, SS	POUN	587,010.000	3.10	1,819,731.00
JT512010	PILE SPLICE	EACH	40.000	800.00	32,000.00
JT544030	CLVRT TO BE CLEAN, 30" DIA	FOOT	710.000	42.74	30,345.40

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JT544036	CLVRT TO BE CLEAN, 36" DIA	FOOT	583.000	51.46	30,001.18
JT544042	CLVRT TO BE CLEANED, 42" DIA	FOOT	234.000	46.74	10,937.16
JT546015	STRM SWRS TO BE CLEAN, 15" DIA	FOOT	72.000	22.00	1,584.00
JT546024	STRM SWRS TO BE CLEAN, 24" DIA	FOOT	1,035.000	38.65	40,002.75
JT546A26	STRM SWRS TO BE CLEAN, 38" X 2	FOOT	10.000	42.50	425.00
JT570P21	PERF BASED RETAIN WALL, NO. 1	SQ F	8,287.000	85.00	704,395.00
JT570P22	PERF BASED RETAIN WALL, NO. 2	SQ F	3,648.000	85.00	310,080.00
JT570P23	PERF BASED RETAIN WALL, NO. 3	SQ F	15,200.000	85.00	1,292,000.00
JT599036	ARCHITECT FORM LINER LEAF	SQ F	675.000	20.00	13,500.00
JT637039	CONC BARR, SF, REINF, 54 IN	FOOT	437.000	135.00	58,995.00
JT637050	CONC BARR BASE, REINF, FOR SF	FOOT	2,276.000	122.00	277,672.00
JT637051	CONC BARR BASE, REINF, FOR SF	FOOT	977.000	140.00	136,780.00
JT637052	CONC BARR BASE, REINF, FOR SF	FOOT	437.000	250.00	109,250.00
JT701030	SPMTL BARRICADE	EA/D	5,000.000	1.50	7,500.00
JT701031	SPMTL SGN	SQ F	2,500.000	20.00	50,000.00

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JT701032	SPMTL FLSH ARRW BRD (PER DAY)	EACH	1,620.000	1.00	1,620.00
JT701033	SPMTL FLSH ARRW BRD (PER WEEK)	EACH	234.000	1.00	234.00
JT701034	SPMTL FLSH ARRW BRD (PER MONTH)	EACH	54.000	1.00	54.00
JT701035	SPMTL MAINT OF TRAFFIC	DAY	810.000	50.00	40,500.00
JT701050	TEMP INFO SGN-GM, 24 SQ FT IN	SQ F	128.000	15.00	1,920.00
JT701052	TEMP INFO SGN-GM, > 24 SQ FT I	SQ F	1,662.000	20.00	33,240.00
JT701062	TEMP INFO SGN-OVRHD MT, > 24 S	SQ F	171.000	20.00	3,420.00
JT780300	MULT-POLY PAVT MRK - LINE 4"	FOOT	29,877.000	0.94	28,084.38
JT780310	MULT-POLY PAVT MRK - LINE 6"	FOOT	7,621.000	1.44	10,974.24
JT780320	MULT-POLY PAVT MRK - LINE 10"	FOOT	10,340.000	3.29	34,018.60
JT780325	MULT-POLY PAVT MRK - LINE 12"	FOOT	2,578.000	4.05	10,440.90
JT780340	MULT-POLY PAVT MRK - LTRS (8 F	SQ	42.200	12.50	527.50
JT780355	MULT-POLY PAVT MRK - SYM (LARG	SQ	117.200	12.50	1,465.00
JT780JA1	GRV RECES PAVT MRK LINES, 5" G	FOOT	29,877.000	0.50	14,938.50
JT780JC1	GRV RECES PAVT MRK LINES, 7" G	FOOT	7,621.000	0.91	6,935.11

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JT780JE1	GRV RECES PAVT MRK LINES, 11"	FOOT	10,340.000	2.50	25,850.00
JT810062	PVC CTD GLV STEEL CND, 2" DIA.	FOOT	600.000	29.10	17,460.00
JT810066	PVC CTD GLV STEEL CND, 6" DIA.	FOOT	400.000	93.40	37,360.00
JT783005	WTRBLST PAVT MRK REM WITH VAC	SQ	27,096.000	5.00	135,480.00
JT900120	CND SUPPORT FRAME AND FOUNDATI	EACH	8.000	3,910.00	31,280.00
JT900132	FLEX LIQUID TIGHT CND, MET, 2"	FOOT	72.000	65.10	4,687.20
JT900136	FLEX LIQUID TIGHT CND, MET, 6"	FOOT	48.000	0.01 100.00	53,800.00
JT900412	CURED-IN-PLACE PIPE LINER, 12T	FOOT	538.000	160.00	48,480.00
JT900418	CURED-IN-PLACE PIPE LINER, 18"	FOOT	303.000	13.52	18,062.72
JT900506	SUBGR SOIL MODIFICATION, T- IA	SQ Y	1,336.000	26.62	35,564.32
JT900508	SUBGR SOIL MODIFICATION, T- IB	SQ Y	1,336.000	1.20	1,603.20
JT900512	SUBGR SOIL MODIFICATION, T- II	SQ Y	1,336.000	1.20	1,603.20
JT900514	SUBGR SOIL MODIFICATION, T- II	SQ Y	1,336.000	0.01	480.79
JT900516	SUBGR SOIL MODIFICATION, T- IV	SQ Y	48,079.000	13.92	57,447.84
JT990105	HIGH TENSION CABLE MEDIAN BAR	FOOT	4,127.000		

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JT990106	HIGH TENS CABLE MED BAR TERM	EACH	6.000	3,500.00	21,000.00
999NEG33	NON-COMPLIANCE WITH EROS & SED	INC/	0.000	0.00	0.00
999NEG34	NON-COMPLIANCE WITH RESPONSIBL	DAY	0.000	-1,000.00	0.00
999NEG35	FAILURE TO RESPOND TO REGULATO	OCCU	0.000	-25,000.00	0.00
999NEG36	FAILURE TO COMPLY WITH OCCUPAN	DAY	0.000	-500.00	0.00
999NEG41	NON-COMPLIANCE WITH IDOT MAINT	INC/	0.000	-2,500.00	0.00
999NEG42	NON-COMPLIANCE WITH MAINTAIN L	INC/	0.000	-1,000.00	0.00
999NEG44	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-2,100.00	0.00
999NEG45	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-5,600.00	0.00
999NEG46	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-3,600.00	0.00
999NEG47	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-4,000.00	0.00
999NEG48	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-3,500.00	0.00
999NEG49	DAMAGE TO FIBER OPTIC UTIL, PE	OCCU	0.000	-10,000.00	0.00
999NEG50	NON-COMPLIANCE WITH S.P. 121 T	INCI	0.000	-1,000.00	0.00
999NEG54	DAMAGE TO TOLLWAY MULTI-MODE C	OCCU	0.000	-1,000.00	0.00

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999NEG55	DAMAGE TO TOLLWAY OPERATIONAL	OCCU	0.000	0.00	0.00
999NEG60	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-3,000.00	0.00
999NEG61	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-4,800.00	0.00
999NEG62	LIQUIDATED DAMAGES FOR NON-COM	CAL	0.000	-3,600.00	0.00
	ADJUSTMENTS			0.00	0.00
999ADJ20	PROTECTION METHOD I FOR CONCRE		0.000	0.00	0.00
999ADJ21	PROTECTION METHOD II FOR CONCR		0.000	0.00	0.00
999ADJ22	PROTECTION METHOD I FOR CONCRE		0.000	0.00	0.00
999ADJ23	PROTECTION METHOD II FOR CONCR		0.000	0.00	0.00
999ADJ24	PROTECTION METHODS I, II OR II		0.000	0.00	0.00
999ADJ25	PROTECTION METHOD I FOR CONCRE		0.000	0.00	0.00
999ADJ31	SMOOTHNESS ASSESSMENT 6"/MI. O	SUBL	0.000	1,200.00	0.00
999ADJ32	SMOOTHNESS ASSESSMENT > 6" TO	SUBL	0.000	950.00	0.00
999ADJ33	SMOOTHNESS ASSESMENT > 11" TO	SUBL	0.000	600.00	0.00
999ADJ34	SMOOTHNESS ASSESSMENT > 40"/MI	SUBL	0.000	-750.00	0.00

Mancillas, Pam

From: Arnav Amin <AAmin@Judlau.com>
Sent: Thursday, August 07, 2014 10:40 AM
To: Mancillas, Pam
Cc: Nava, Elvia; Nashif, Manar; Mayer, Jim; Stevens, John
Subject: RE: I-13-4607 Awarded to Judlau Contracting, Inc. - ECP John Burns Construction

Yes – We are planning on using John Burns for Electrical Subcontract. Approximate dollar value for the contract is little less than \$ 4.45 Million.

Arnav Amin
V.P. Central Division
Office: 630 568 6644

From: Mancillas, Pam [<mailto:pmancillas@getipass.com>]
Sent: Thursday, August 07, 2014 10:25 AM
To: Arnav Amin
Cc: Nava, Elvia; Nashif, Manar; Mayer, Jim; Stevens, John
Subject: I-13-4607 Awarded to Judlau Contracting, Inc. - ECP John Burns Construction
Importance: High

Contract I-13-4607 included an ECP Credit from John Burns Construction. John Burns is not identified as a Sub Contractor in the bid documents for 4607.

Legal requires an email confirmation from Judlau that you plan to use John Burns Construction and the approximate contract amount. Once received I can forward the contract to Legal for review.

Thank you,
Pam

Pamela A. Mancillas
PMO Team- Engineering Contract Services
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
1-630-241-6800 x 3880
Email: pmancillas@getipass.com

Certificate

No. 00240-R

Amount: \$100,634.98-Renewal

Date: 3/23/14

Issued To: John Burns Construction

Replaces Cert. # 00154, dated 5/6/13, in the amount of \$100,634.98.

Name of Participants: N/A

Certificate Issued By: Patty Sudberry

Notarized by: [Redacted]

Date: 3/13/14

Stamp:



No. 00240-R

Illinois State Toll Highway Authority

This Certifies that John Burns Construction has earned a total of \$100,634.98 through the Earned Credit Program and is using that credit toward a bid project commened 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 13th day of March, 2014 A.D.

The owner of this certificate # 00240-R is tendering \$ 100,634.98 credits for use on bid for contract # 13-4607 on (date) 3/13/2014. I understand that any credits not utilized for a project bid will be returned.

Signed:

Scott Becker Vice President



Certificate

No. 00218

Amount: \$44,953.70

Issued to: Arcom, Inc. *

Dated: 11/25/2013

**Replaces Cert. 00128, dated
3/28/11, in the amount of
\$44,953.70.**

Name of Participant(s)

RENEWAL CERTIFICATE

Certificate Issued by: Patty Sudberry

DATE: [Redacted]

11/25, 2013

Stamp:



No. 00218

Illinois State Toll Highway Authority

This Certifies that Arcom, Inc. has earned a total of (\$44,953.70) through the Earned Credit Program and is using that credit toward a bid project covered 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 25th day of November, A.D. 2013.



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607
ELGIN O'HARE EXPRESSWAY (IL RTE 390) AT I-290 INTERCHANGE MILE POST 12.0 TO 12.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (DOLLARS)	AMOUNT (DOLLARS)
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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. I-13-4607 as specified in S.P. 103.1

Accompanying this Proposal is a Proposal 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 Proposal 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 his Proposal, 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 Proposal Guaranty will be returned to the Bidder upon written request, as soon as the Contract and Contract Bonds have been executed. If a proposal 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 Proposal for the construction of The Illinois State Toll Highway Contract I-13-4607 hereby stipulates; that if awarded a Contract on said Proposal, he 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 Proposal 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 Proposal, 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 Proposal; 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 Proposal 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 Proposal 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 Proposal.

Unless otherwise specified, a current Illinois Department of Transportation "Certificate of Eligibility" shall be included with this Proposal, 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 Partnership) under the laws of the State of New York
 a Corporation) X
 a Joint Venture)

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 2nd day of June, 2014, 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

Rich Ocken- 26-15 Ulmer Street, College Point, NY 11354

Vice-President Address

Martin Saitzyk- 26-15 Ulmer Street, College Point, NY 11354

Secretary Address

Martin Saitzyk- 26-15 Ulmer Street, College Point, NY 11354

Treasurer Address

GRANULAR SUBBASE (TOLLWAY RECURRING)

Effective: June 19, 2006

DESCRIPTION

This item shall consist of the construction of a compacted subbase of open graded granular material on the prepared subgrade in accordance with the lines, dimensions and cross-sections shown on the Plans or as directed by the Engineer.

MATERIALS

The Materials used for GRANULAR SUBBASE shall consist of coarse aggregate for aggregate subbase in accordance with Article 1004.04 except as follows:

Aggregate for granular subbase shall be crushed stone or crushed gravel of "B" quality or better. The aggregate shall be mixed uniformly, shall be well graded from the maximum to the minimum size between the limits specified and the gradation shall conform to the requirements below.

Sieve Size	Percent Passing
1½ inches (37.5 mm)	100
1 inches (25 mm)	95 ± 5
½ inches (12.5 mm)	75 ± 15
#4 (4.75 mm)	50 ± 20
#16 (1.18 mm)	23.5 ± 16.5
#40 (425 µm)	12.5 ± 12.5
#200 (75 µm)	2 ± 2

EQUIPMENT

Equipment used for spreading and compacting the granular subbase shall conform to Article 1101, shall be adequate to place and compact the material as specified, and shall be subject to the approval of the Engineer.

CONSTRUCTION REQUIREMENTS

The granular material, as deposited on the roadbed shall contain sufficient uniformly distributed moisture to minimize segregation. No granular subbase shall be placed on other materials which contain frost.

The subbase shall be constructed in layers not more than 4 inches in compacted thickness, except that thicker layers may be used when compacted by vibratory methods when the Contractor can consistently obtain the required density to the satisfaction of the Engineer. The granular material shall be deposited directly on the prepared subgrade or on the preceding layer of compacted subbase in a manner approved by the Engineer. The granular material, in place, shall be free of segregation. Blading or other manipulation of the material shall be the minimum required to place and uniformly distribute the material before compaction. Each layer of the material shall be compacted with a vibratory roller, multiple vibratory compactor, pneumatic-tired roller, tandem roller, or combination thereof, to not less than 90% of the maximum dry density as determined by AASHTO T-180, Method C.

Return With Bid

ILLINOIS TOLLWAY

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: I-13-4607

Company Name: Supra Contracting, LLC

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes

/

No

Signature:



Date:

6/3/14

Return With Bid

ILLINOIS TOLLWAY

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: 4607

Company Name: JUDCAV CONTRACTING

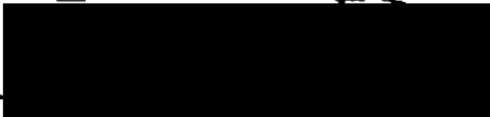
Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes

No

Signature: _____



Date: _____

6/3/14

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-13-4607

AFFIDAVIT

State of New York)
County of Queens) SS

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

That his/her name is Ashok Patel, and he/she resides at Manapalan, NJ

and his/her office is at College Point, NY. That he/she makes, and is authorized to make

this affidavit on behalf of Judlau Contracting, Inc., a
(Name of Corporation, Partnership, etc.)

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

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

That this Proposal (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. I-13-4607** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Proposal is made without reference to any other Proposal, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Proposal; that no inducement of any form or character other than that which appears upon the face of the Proposal will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Proposal or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Proposal; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Proposal, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Proposal for said Contract, directly or indirectly.


(Affiant)

Sworn to before me and subscribed in my presence this 2nd day of June, 2014.

(Notary Public) 

My Commission Expires
3-25-2018

R-1

JANE LOFFING
NOTARY PUBLIC, STATE OF NEW YORK
QUEENS COUNTY
LIC. # 01L08138413
COMM. EXP. 3/25/2018
18

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-13-4607

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 Proposal.

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	Arnav Armin	630-568-6644	cschmidt@judlau.com
Plant and Equipment Questionnaire	Arnav Amin	630-568-6644	aamin@judlau.com
Progress Schedule	Arnav Amin	630-568-6644	aamin@judlau.com
Current Contractual Obligations	Martin Saitzyk	718-554-2320	msaitzyk@judlau.com
Proposal 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	630-568-6644	aamin@judlau.com
EEO Program	Jamie LoPrinzi	718-554-2306	jjoy@judlau.com

PLANT AND EQUIPMENT QUESTIONNAIRE

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

Identify the personnel whom, if the contract is awarded to you, will manage and supervise the work. List the General Manager or Superintendent through Shift Foreman.

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
See Attached				

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	Heavy Construction	President of Judlau Companies	30	400 M
Frank Guilliano	Heavy Construction	Director of Human Resources	8	
Cesar Perieira	Heavy Construction	General Counsel	8.5	
John Giarusso	Heavy Construction	V.P. of Procurement	15	400 M
Al Sylvester	Heavy Construction	V.P. of Mid-Atlantic	20	100 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	13	
Arnav Amin	Heavy Construction	V.P. Central Division		
Craig Schmidt	Heavy Construction	Senior Estimator Central Div.	20	
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 Sefersshayan, P.E.	Heavy Construction	Project Executive	19	50 M
Edward Conway	Heavy Construction	Director of Safety	25	500 M
Todd Mace	Heavy Construction	Quality Director	12	200 M
Larry Korgood	Heavy Construction	V.P. of Estimating	15	180 M
John Ventimiglia	Heavy Construction	Project Manager	16	150 M
Kurt Ohlenschlager	Heavy Construction	Project Manager	18	200 M
Michael Iovino	Heavy Construction	Superintendent	25	120 M
Michael T. Williams, P.E.	Heavy Construction	Project Manager	25	400 M
Manny Lado	Heavy Construction	Superintendent	18	120 M
Fatmir Kastrati	Heavy Construction	Project Manager	12	120 M
Jose Siso	Heavy Construction	Foreman	20	200 M
Rafael Atiles	Heavy Construction	Project Engineer	10	120 M
John Keane	Heavy Construction	Project Engineer	10	120 M
Carl Balzofiore	Heavy Construction	Foreman	7	120 M
Sherman Jones	Heavy Construction	Assist. Project Manager	10	200 M
Erol Sonuparlak	Heavy Construction	Project Manager	17	200 M
Peter Constant	Heavy Construction	QA/QC Coordinator	35	200 M

PLANT AND EQUIPMENT QUESTIONNAIRE

2) The information furnished in these equipment lists 2a, 2b and 2c will be used to evaluate the bidders understanding of this project as well as the bidder's capacity to carry out the project.

2a) **EQUIPMENT OWNED**

List the equipment which you now own that will be utilized on this contract, if awarded to you.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	YOUR I.D. NO. OR CODE
See Attached					



OHL Group

JUDLAU CONTRACTING INC. EQUIPMENT LIST

Compressors Portable	Make	Year	Description	Model	Serial #	Value
	Kaeser	2008	Compressor 210	M57	1305	\$11,200.00
	Kaeser	2008	Compressor 210	M57	1304	\$11,200.00
	Kaeser	2009	Compressor 210	M57	1354	\$11,200.00
	Kaeser	2009	Compressor 210	M57	1377	\$11,200.00
	Kaeser	2010	Compressor 210	M57	1550	\$12,400.00
	Kaeser	2010	Compressor 375	M100	1050	\$42,500.00
	Sullair	2014	Compressor 175	185	201403170075	\$14,500.00
	Ingersoll-Rand	2003	Compressor 375	XP375	FVCBBA434332080	\$23,500.00
	Kaeser	2011	Compressor 375/400	M100	1090	\$25,900.00
	Kaeser	2011	Compressor 210	M57	1854	\$17,000.00
	Kaeser	2011	Compressor 210	M57	1874	\$17,000.00

Compressors Utility	Year / Make	Description	Model	Serial #	Value	
	Sullivan	2007	Compressor 210 CFM	D210U11JDB	600737	\$13,500.00
	Sullivan	2007	Compressor 210 CFM	D210U11JDB	600746	\$13,500.00
	Kaeser	2009	Compressor 210 CFM	M57 Utility	1015	\$12,400.00
	Kaeser	2009	Compressor 210 CFM	M57 Utility	1024	\$12,400.00
	Kaeser	2010	Compressor 210 CFM	M57 Utility	1071	\$13,400.00
	Kaeser	2010	Compressor 210 CFM	M57 Utility	1072	\$13,400.00
	Kaeser V-38	2012	Compressor 210 CFM	M57 Utility	1156	\$16,000.00
	Kaeser V-39	2012	Compressor 210 CFM	M57 Utility	1156	\$16,000.00
	Ingersoll-Rand	2007	Electric Compressor 1425CFM	IRN300H	EN0157U07135	\$17,500.00
	Ingersoll-Rand	2007	Electric Compressor 1425CFM	IRN300H	EN0158U07143	\$17,500.00

Concrete Saw

	Diamond	2002	Walk Behind Saw	CC6560XL	1271622	\$14,500.00
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Concrete Tools

	Scabblers	2009	11 Head Walk Behind	U11	14799	\$13,799.00
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Manlifts

JLG	2003	Articulataing Manlift 45'		0300072790	\$43,000.00
JLG	2003	Articulataing Manlift 45'		0300072869	\$43,000.00
JLG	2003	Telescopic Manlift 60'		0300073041	\$72,000.00
JLG	2009	Articulataing Manlift 125'		0300137123	\$174,750.00
JLG	2005	Sizzor Lift - Electric 26'	2630ES	200134278	\$9,500.00
JLG	2007	Sizzor Lift - Electric 19'	1930ES	200164025	\$9,500.00

Message Boards

Wanco	2010	Solar Message Board	WTLMB	5F12S161XA1002406	\$14,000.00
(Damaged) Wanco	2010	Solar Message Board	WTLMB	5F12S161XA1002407	\$14,000.00
Wanco	2010	Solar Message Board	WVT3-08	5F12S161XA1002408	\$14,000.00
Wanco	2010	Solar Message Board	WVT3-08	5F12S161XA1002409	\$14,000.00
Wanco	2010	Solar Message Board	WVT3-08	5F12S161XA1002410	\$14,000.00
Wanco	2010	Solar Message Board	WVT3-08	5F12S161XA1002411	\$14,000.00
Wanco	2010	Solar Message Board	WVT3-08	5F12S161XA1002412	\$14,000.00

Arrow Boards

Wanco	2009	SolarArrow Board	WTSP55	5F11S101091002446	\$4,000.00
Wanco	2010	SolarArrow Board	WTSP55	5F11S1011A1001357	\$4,000.00
Wanco	2010	SolarArrow Board	WTSP55	5F11S1013A1001358	\$4,000.00
Wanco	2009	SolarArrow Board	WTSP55	5F11S1015910016	\$4,000.00
Wanco	2003	SolarArrow Board	WTSP55	5F11S101831000600	\$4,500.00
Wanco	2012	SolarArrow Board	WTSP55	5F11S11018C1001199	\$4,500.00
Wanco	2012	SolarArrow Board	WTSP55	5F11S101XC1001201	\$4,500.00
Wanco	2012	SolarArrow Board	WTSP55	5F11S1015C1001204	\$4,500.00

Vib. Plate

Wacker	2004	Wacker - DPU6055		1535002	\$11,300.00
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Rollers

Ingersoll-Rand	2001	Vibratory Roller	DD-23	61506	\$20,000.00
Benford America	2001	Vibratory Roller	2-75HOE	SLBP0000EW10BY017	\$10,000.00
Benford America	2001	Vibratory Roller	2-75HOE	SLBP0000EW11BY023	\$10,000.00
Terex America	2001	Vibratory Roller	2-75HOE	SLBP0000E104BT012	\$10,000.00
Caterpillar	2006	Vibratory Plate Compactor	CVP110	CTZ00220	\$9,500.00

Cranes

	Grove	2003	15 Ton Carry Deck crane	YB4415XT	320293	\$105,500.00
	Grove	2006	45T RT Crane	RT-600	225914	\$175,000.00

Total \$5,162,253.10

WATERWORKS

Compressors Utility

Year / Make	Description	Model	Serial #	
Kaeser WW-11	2012	M57 /Compressor 210 CFM Utility	M57	1118 \$14,000.00
Kaeser WW-12	2012	M57 /Compressor 210 CFM Utility	M57	1159 \$14,000.00
Kaeser WW-13	2012	M57 /Compressor 210 CFM Utility	M57	1116 \$14,000.00

Concrete

Saw

Husqvarna	2012	Road Saw	FS6600D T3	1304198001	\$35,000.00
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Excavators

John Deere	2012	Backhoe loader	710K	1T0710KXCCE225677	\$166,000.00
John Deere	2012	Backhoe loader	710K	1T0710KXCCE225662	\$166,000.00
John Deere	2012	Backhoe loader	710K	1T0710KXCCE226031	\$166,000.00
John Deere	2012	Backhoe loader	710K	1T0710KXPCE225450	\$166,000.00
Caterpillar	2012	Wheeled excavator	M315D	JSB00444	\$239,500.00
Caterpillar	2012	Wheeled excavator	M315D	JSB00446	\$239,500.00
Caterpillar	2012	Wheeled excavator	M315D	JSB00449	\$239,500.00
Caterpillar	2012	Track Excavator 24" & 36"	321DLCR	CAT0321DTMPG00423	\$253,000.00
Caterpillar	2012	Track Excavator 24" & 36"	321DLCR	CAT0321DHMPG00532	\$246,500.00
Caterpillar	2012	Track Excavator 24" & 36"	321DLCR	CAT0321DVMPG00512	\$232,500.00

Miscellaneous

	HYDRA-TECH	2012	HT110XR/S3TC/3" Trash Pump	HT110XR/S3TC	R4583/3R583	\$11,500.00
	All Seasons	2013	150 Gallon Kettle	NA	A-0113	\$5,000.00
	All Seasons	2013	150 Gallon Kettle	NA	A-0213	\$5,000.00
	Progress	2011	Solar Light tower	SLT800	1P9B71313BA66103	\$15,500.00
	Progress	2011	Solar Light tower	SLT800	1P9B71313BA66104	\$15,000.00
	Progress	2011	Solar Light tower	SLT800	1P9B71313BA66105	\$15,500.00
	Elco/Darda	2012	#12/Power Pack	#12/Power Pack	2 pc unit 327228	\$11,500.00
	Elco/Darda	2012	#12/Rocksplitter	#12/Rocksplitter	2270/12	
	Elco/Darda	2013	#12/Power Pack	#12/Power Pack	2 pc unit 351094	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	3096/12	
	Elco/Darda	2013	#12/Power Pack	#12/Power Pack	2 pc unit 352200	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	3097/12	
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	2 pc unit 351089	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	2938/12	
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	2 pc unit 352843	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	3024/12	
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	2 pc unit 352839	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	3048/12	
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	2 pc unit 352841	\$19,900.00
	Elco/Darda	2013	#12/Rocksplitter	#12/Rocksplitter	3050/12	
	Lincoln in Van #11	2012	Ranger 305G Stick Welders	305G	U1120304647	\$4,500.00
	Lincoln in Van #12	2012	Ranger 305G Stick Welders	305G	U1120315282	\$4,500.00
	Lincoln in Van #13	2012	Ranger 305G Stick Welders	305G	U1120304648	\$4,500.00

\$2,876,500.00

SPEARIN

	2009 Manitowoc	2009	Crawler Crane	2250	2251280	\$2,700,000.00
					Total	\$2,700,000.00

Judlau Total	\$	5,162,253.10
Waterworks	\$	2,876,500.00
Subtotal	\$	8,038,753.10
Spearin	\$	2,700,000.00
Total	\$	10,738,753.10



JUDLAU CONTRACTING INC. EQUIPMENT LIST

Compressors

Portable	Year / Make	Description	Model	Serial #	Value
C-10	LeROI	Compressor 200	Q200DJE	3635X61	\$10,900.00
C-13	LeROI	Compressor 200	Q200DJE	3635X38	\$10,900.00
C-14	Sullair	Compressor 1300	1300HDAFTQ	006141335	\$89,050.00
C-15	Sullair	Compressor 1300	1300HDAFTQ	004141336	\$89,050.00
C-16	Sullair	Compressor 1300	1300HDAFTQ	004137815	\$90,000.00
C-17	Kaeser	Compressor 210	M57	1305	\$14,200.00
C-18	Kaeser	Compressor 210	M57	1304	\$14,200.00
C-19	Kaeser	Compressor 210	M57	1364	\$14,200.00
C-20	Kaeser	Compressor 210	M57	1377	\$14,200.00
C-21	Kaeser	Compressor 210	M57	1650	\$12,400.00
C-22	Kaeser	Compressor 375	375	1050	\$17,100.00
C-600	Ingersoll-Rand	Compressor 375	375	FVCEBA434332080	\$28,500.00

Compressors

Utility	Year / Make	Description	Model	Serial #	Value
C-27X30	LeROI	Compressor 175	Q175DUJU	3527X30	\$10,500.00
C-27X29	LeROI	Compressor 175	Q175DUJU	3527X29	\$10,500.00
X-27X18	LeROI	Compressor 175	Q175DUJU	3527X13	\$10,500.00
C-35X22	LeROI	Compressor 175	Q175DUJU	3535X22	\$11,000.00
C-36X32	LeROI	Compressor 175	Q175DUJU	3535X32	\$10,500.00
C-27X22	LeROI	Compressor 175	Q175DUJU	3527X22	\$10,500.00
C-27X21	LeROI	Compressor 175	Q175DUJU	3527X21	\$10,500.00
C-N297	Ingersoll-Rand	Compressor 185	P185WJDU	335232UBN297	\$13,000.00
C-6737	Sullivan	Compressor 210 CFM	D210U11JDB	600737	\$13,500.00
C-6746	Sullivan	Compressor 210 CFM	D210U11JDB	600746	\$13,500.00
C-1618	Kaeser	Compressor 210 CFM	M57 Utility	1015	\$12,400.00
C-1624	Kaeser	Compressor 210 CFM	M57 Utility	1024	\$12,400.00
C-1671	Kaeser	Compressor M57	M57 Utility	1071	\$13,400.00
C-1072	Kaeser	Compressor M57	M57 Utility	1072	\$13,400.00

Excavators - Not registered

EX-21	Takeuchi	Excavator-Mini Rubber	TB138FR	13810338	\$41,753.00
EX-23	Caterpillar	Excavator Track 321CR	321CR	MCF00779	\$203,012.00
EX-24	Volvo	Excavator-Mini Volvo ECR88	ECR88	14032	\$92,500.00
EX-25	Takeuchi	Excavator-Mini Rubber	TB135	13517701	\$39,894.00
EX-26	Caterpillar	Excavator Track 345CL	345CL	DHP00300	\$261,000.00
BK-160	Brokk	Excavator	160	942027	\$165,193.00
BK-269	Brokk	Excavator	260	911067	\$222,880.00

Generators

PG-9986	Multiquip	DCA-26SS1U2		7109696	\$14,000.00
G-9879	Magnum Pro	Generator 70-94 KVA	MING90	043079	\$25,000.00
G-3895	Magnum Pro	Generator 70-94 KVA	MING90	053098	\$17,800.00
G-1542	Multiquip	Generator	DCA-70SS1U2	7351642	\$39,900.00
G-1547	Multiquip	Generator	DCA-70SS1U2	7351647	\$39,900.00

Lifting

Overhead Crane	Nitche	Crane overhead 10Ton	MH-5 9 (Large)	0702021	\$37,270.00
SB-0119	Tadano	18 Ton 82 Reach crane	TM1882	EX0119	\$123,380.00
KB-79	Palfinger	Articulating Crane 12Ton	PK39002E	NR107935	\$93,158.00

Loaders Not registered

FL-948U	Yale	Forklift 4,000 lbs, Propane		A909W04942U	\$22,000.00
FL-9877	Clark MHC	Forklift 8,000 lbs		CMP-450D-0077-6877-KF	\$28,500.00
FL-68	Komatsu	Forklift 8,000 lbs, Diesel		104282A	\$57,574.00
FL-829A	Komatsu	Forklift 8,000 lbs, Diesel		135823A	\$34,150.00
TL-16	Caterpillar	Loader Track 939		CAT0939CE0S01719	\$125,000.00
SKS-01	Bobcat	Skidsteer Loader		539411393	\$23,555.00
SKS-02	Takeuchi	Skid Steer Rubber track		N/A	\$49,900.00
SKS-05	Takeuchi	Skid Steer Rubber track		Z24001196	\$61,844.99
SKS-06	Bobcat	Skidsteer Loader		AB6420414	\$31,000.00
SKS-07	Bobcat	Skidsteer Loader		AB8411106	\$31,000.00
TH-2645	JLG	Telescopic Handler 54'		1600002542	\$97,250.00

Manlifts

AL-1094	Snorkel	Telescope Manlift 60'		1094		\$79,000.00
AL-2790	JLG	Articulating Manlift 45'		0300072790		\$43,000.00
AL-2883	JLG	Articulating Manlift 45'		0300072883		\$43,000.00
AL-2889	JLG	Articulating Manlift 45'		0300072889		\$43,000.00
AL-3941	JLG	Telescope Manlift 60'		0300073041		\$72,000.00
AL-7123	JLG	Articulating Manlift 125'		0300137123		\$174,750.00
AL-7267	JLG	Articulating Manlift 125'		0300117267		\$159,750.00
AL-7538	JLG	Articulating Manlift 45'		0300077538		\$33,716.00
MA-9959	Access	Electric Scissors Lift		7100069		\$10,000.00
SL-0796	JLG	Scissors Lift 43FT - 4WD		0200110796		\$40,050.00
SL-5153	JLG	Scissors Lift 43FT - 4WD		0200113153		\$40,000.00
SL-5225	JLG	Scissors Lift 43FT - 4WD		0200113225		\$40,050.00
SL-5226	JLG	Scissors Lift 43FT - 4WD		0200113249		\$40,050.00
SL-5326	JLG	Scissors Lift 43FT - 4WD		0200113326		\$40,050.00
SL-5352	JLG	Scissors Lift 43FT - 4WD		0200113352		\$40,000.00
SL-5361	JLG	Scissors Lift 43FT - 4WD		0200118361		\$40,250.00

Message Boards

MB-01	Wanco	Message board solar		1W92S1515X1249203		\$21,000.00
MB-02	Wanco	Message board solar		5F12S161661002069		\$16,900.00
MB-03	Wanco	Message board solar		5F12S161661002101		\$16,900.00
MB-0640	ADDCO	Message board		5940640		\$21,000.00
MB-0641	ADDCO	Message board		5940641		\$21,000.00
MB-0689	ADDCO	Message board		5940689		\$21,000.00
MB-2448	Wanco	Message board solar		5F12S161X91002448		\$14,490.00
MB-2449	Wanco	Message board solar		5F12S16191002449		\$14,490.00
MB-2490	Wanco	Message board solar		5F12S161891002450		\$14,490.00
MB-2451	Wanco	Message board solar		5F12S161X91002451		\$14,490.00
MB-5336	American Signal	Solar message board		1A9BS331942Z28336		\$20,000.00
MB-5361	American Signal	Solar message board		1A9BS33144Z2Z28361		\$20,000.00

Vib. Plate

PT-4902	Wacker	Wacker - DPU6055		1535002		\$11,300.00
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Rollers

R-13	Ingersoll Rand	Vibratory Roller	DD-23	61906		\$20,000.00
VR-617	Bentford America	Vibratory Roller	2-7SHOE	SLBP0000EW10BY017		\$10,000.00
VR-623	Bentford America	Vibratory Roller	2-7SHOE	SLBP0000EW11BY023		\$10,000.00
VR-T012	TerexAmerica	Vibratory Roller	2-7SHOE	SLBP0000E104BT012		\$10,000.00

Attachments

Attachment ID	Manufacturer	Description	Plate No.	Serial #	Value
CB9456	Pamberon Inc.	Clam shell bucket 30		20456	\$35,000.00
Chamshell 36-1	Wainroy	Bucket 36' Clam shell		121067	\$12,500.00
Chamshell 36-2	Wainroy	Bucket 36' Clam shell		LL7451	\$14,972.00
Chamshell 36-3	Wainroy	Bucket 36' Clam shell		1014989	\$14,950.00
Chamshell 36-4	Wainroy	Bucket 36' Clam shell		128672	\$14,000.00
Chamshell 36-5	Wainroy	Bucket 36' Clam shell		128573	\$14,106.00
HH-0422	Tramac	Hydraulic Hammer		M900D60422	\$38,600.00
HH-0988	Tramac	Hydraulic Hammer		V32	\$66,000.00
HH-1353	Tramac	Hydraulic Hammer		T600	\$67,000.00
HH-4526	Tramac	Hydraulic Hammer		T300	\$23,000.00
HH-5839	Tramac	Hydraulic Hammer		T140	\$15,700.00
HH-7288	Tramac	Hydraulic Hammer		T140	\$15,700.00
SD-0675	APE	Sheeting Driver/Extractor		50E 875	\$57,200.00

Paving Machines

Machine ID	Manufacturer	Description	Plate No.	Serial #	Value	
PM-1	Gomaco	Cylinder Finisher		C-450	900900249	\$63,562.00

Cranes

Crane ID	Year / Make	Description	Plate No.	Serial #	Value	
Crane-02	2009 Manitowoc	Crawler Crane		2250	2251290	\$2,700,000.00

Under Search name

Crane ID	Year / Make	Description	Plate No.	Serial #	Value	
Crane-01	2003 Grove	Crane Deck 15 Ton		43396SC	320283	\$ 69,500.00

Backhoes

Backhoe ID	Year/Make	Model	Plate	Vin/Serial	Value	
BH-01	2007 CAT	446D PSH		424299C-SPC	CAT0446DJDBL00896	\$ 143,055.00
BH-03	2007 CAT	446D PSH		424303C-SPC	CAT0446DCDBL00887	\$ 143,055.00
BH-0488	2006 Cat	446D Loader		379322C-SPC	CAT0446DKDBL00458	\$ 143,055.00



Vehicles and Equipment that are registered and have plates

Vehicles	YEAR & MAKE	VEHICLE TYPE	PLATE NO.	UNIVERSAL NO.	Value
CV-46	2007 GMC	Savana Van	DTG7809-AY	1GTGG256971200723	\$29,500.00
CV-15	2007 Freightliner	Step Van	EKJ8590-Com	WDYBE745075192401	\$39,824.89
CV-29	1999 GMC	Van	61421-JL-Com	1GTHG39R3X1098726	\$27,751.88
CV-39	1999 GMC	Van	4699K-JP-Com	1GTHG39R3X1057149	\$24,657.12
CV-34	2007 Freightliner	Step Van	D8T2887-Pas	WDYBE746175192397	\$39,824.89
CV-48	2004 GMC	Savana Van	EZ24200-Pas	1GTHG39R641139892	\$26,822.18
CV-47	2004 GMC Subn	3000HD Van	CV420047-Pas	1GTHG39R641203990	\$27,306.25
CV-48	2004 GMC	Pick-up	57288MA-Com	1GTHG39R641230641	\$25,190.40
CV-49	2005 GMC Subn	3000HD Van	57660LS-Com	1GTHG39R751103154	\$26,889.52
CV-47	2005 GMC, 3600	Savana Van	57671JS-Com	1GTHG39R751128524	\$26,889.52
CV-71	2005 GMC Subn	Savana Van	57672JS-Com	1GTHG39R951127890	\$26,889.52
CV-49	2005 Freightliner	3900 step van	69776JL-Com	1GTHG39R951138857	\$26,889.52
PU-46	2008 Ford	Pick-up	FAK11537-Pas	WDYFD44XG3830791	\$35,782.24
PU-44	2007 GMC	Sierra Pick-Up	BEK1590-Pas	1GTEK12W29R30770	\$19,800.00
PU-05	2007 GMC	2500HD Pick-Up	3067JLK-Com	1GTEK19C27E329076	\$28,084.00
PU-06	2004 GMC	Pick-up	5767RUS-Com	1GTHK3AKC7E552829	\$33,500.00
PU-94	2008 Ford	F-150 Pickup	EBD17396-Pas	1GTHC24LH4E391918	\$26,539.75
PU-96	2008 Ford	F-150 Pickup	EBB1880-Pas	1FTRF12Z9K024957	\$19,800.00
PU-96	2008 GMC	Pick up	64271JY-Com	1GTHK44619F146324	\$47,000.00
ST-49	2002 International	4300 Flat Bed	39638JS-Com	1HTMMLJNS2H540288	\$99,008.62
T-1	2000 Peterbilt	TRACTOR	21318TR-Com	1XP3D80X1Y4548304	\$120,000.00
T-101	2006 UD - Box	Scale Truck	65427JZ-Com	JNANCS1H78A670022	\$49,895.00
T-102	2006 Mitsubishi	Scale Truck	30039KA-Com	JL6CCH1S76K000553	\$13,116.96
T-103	2006 Mitsubishi	Scale Truck	30039KA-Com	JL6CCG1S06K001439	\$12,008.12
T-104	2011 Peterbilt	Dump Truck	19902PB-App	1NPTX0EX9B0115764	\$133,228.00
T-105	2006 Kenworth	T-800 Tractor	39628TR-Trc	1XKDFEEX98J19735	\$88,000.00
T-16	1982 White	Tractor	16106TR-Com	4V1SD6C38FR512422	\$96,000.00
T-36	2008 Peterbilt	395 Flat Truck	21446PB-App	1NPSL0EX48N761028	\$290,000.00
T-36	2008 Kenworth	T-300 Fuel Truck	95339JW-Com	2NRCM8W7X99M225973	\$74,999.49
T-41	2003 Peterbilt	TRUCK	86406JF-Com	2NPNR07X398803329	\$48,000.00
T-42	2003 Peterbilt	Fuel Truck	57015L-Com	2NPNR07X4398809783	\$96,343.00
T-43	2003 GMC-C4500	Scale Truck	21661JP-Com	1GDE4E1169F512339	\$44,999.69
T-77	2006 Peterbilt	Dump Truck	46411JS-Com	2NPLH07X089881055	\$79,298.25
T-78	2006 Peterbilt	Dump Truck	11291TR-Trac	1XPAD80X46N631281	\$114,030.00
T-81	2002 GMC	Boom Truck	46186JS-Com	J9DC4E14127003433	\$25,000.00
T-84	2008 Peterbilt	Welding Truck	80741JW-Com	1NPSL1EX38N741686	\$227,000.00
T-85	2006 Western Star	Dump Truck	11278TR-Trc	SK0JAECK39FWS9196	\$113,120.00
T-86	2007 Kenworth	T-300 Dumptrk	95339JW-Com	2NRCM8W7X97M198557	\$74,999.49

T-89	2008 Kenworth	T-800 Trucks	20699PB-APP	1NKDL00X78LJ223422	\$214,000.00
T-90	1997 Freightliner	Stake Truck	60294JY-Com	1FV8JFAA5VH739472	
T-91	1995 WH/GM	Flat Truck	71398JY-Com	4Y2SC80F-XSR614685	
T-92	2001 Inter.	Traffic Cont. Dev.	19828LZ-Com	1HTSCALX1K529220	\$37,500.00
T-97	2010 Peterbilt	Dump Truck	54293LZ-Com	1NP7X0EX2AD798464	\$167,898.84
T-99	2008 GMC	Stake Truck	84272JY-Com	J8D89W16787900120	\$45,000.00
TOD-08	1999 GMC-TOD-08	Traffic Cont. Dev.	38998JG-Com	KG0MTD1Y6K/908807	\$46,954.00
TOD-75	2000 Isuzu	FTR-Flat-Bed	52218JL-Com	4GTJ7C157J700757	\$48,381.25
TOD-82	1997 International	Bus	48369BA-BUS	1HV8BAANSVH488346	\$16,000.00
TOD-83	1997 International	Bus	48370BA-BUS	1HV8BAANSVH488347	\$16,000.00
T-S1	1997 CHEV.	UTL	82783JG-Com	1GBM7H1JAVJ1108508	\$45,000.00
V-167	2010 Isuzu	Step-Van	30379MLA-Com	JALE5W16XAV900618	\$61,631.95
V-168	2010 Isuzu	Step-Van	30380MLA-Com	JALE5W168AV900651	\$61,631.95
V-56	2001 Workhorse	Box Truck	68288JP-Com	5B4KP42Y1313327108	\$41,201.80
V-57	2001 Workhorse	Box Truck	44688JA-Com	5B4KP42Y1413327876	\$41,201.80
V-41	2001 Workhorse	Box Truck	44687LJA-Com	5B4KP42Y1313331739	\$41,201.80
V-42	2001 Workhorse	Box Truck	44685JA-Com	5B4KP42Y113331741	\$41,201.80
V-48	2001 Workhorse	Box Truck	80177JN-Com	5B4KP42Y133330739	\$83,000.00
V-87	2007 Starting	360 Van	94285JN-Com	JL9CCH1S47K000786	\$48,524.52
V-88	2007 Starting	360 Van	94288JN-Com	JL9CCH1S47K0010648	\$48,524.52
V-43	2008 UD-Box	1800CS Van	31576JY-Com	JNANC51H88AG70058	\$84,911.00
V-46	2008 UD - Box	1800CS Van	31578JY-Com	JNANC51H28AG70073	\$84,911.00
SUV-1	2006 FORD	EscapeSUV	78428JZ-Com	1FMYU92Z0K6395841	
SUV-2	2010 GMC	Subn	EXR8848-Pas	1GKUKG0J3ANC198913	\$61,187.76
SUV-3	2010 GMC	Subn	EVG8732-Pas	1GKUKGE0XAR207616	\$69,571.13
Chambers1	2008 Nissan	Nissan Altima	FD2914	1NACL21E09C128198	

Trailers	Yr / Make	Model/Type	Plate #	Vr / Serial #	
DT-13	2008 Beeson	Dump Trailer 35 CY-30' long	AS94421-SEM	80MD5SCC08M002893	\$68,000.00
FT-02	1995 GT. DAINE	Trailer Flashed	AA75776-TRL	KGRDMS0225M003002	\$8,000.00
FT-002	1998 Utility Trailer	Trailer Flashed 45'	AS32948-SEM	1UYFS245YWA401002	\$8,500.00
FT-23	1986 TRL KING	20 Ton - big along trailer	AA75774-TRL	TRCO2429SM062523	\$10,454.00
FT-2465	1998 Utility Trailer	Trailer Flashed 45'	AS32947-SEM	1UYFS245YWA442405	\$8,500.00
FT-30	1990 FONTLA	Trailer Flashed	AD11067-SEM	13N1452C8L1548730	\$8,000.00
FT-40	2005 FONTLA	Trailer Flashed Strutch	AP29049-TRL	13N4482CX51528444	\$28,745.00
FT-44	1990 FONTLA	Trailer Flashed	AD10437-SEM	13N1452C8L1590344	\$8,000.00
FT-45	1990 FONTLA	Trailer Flashed	AD11068-SEM	13N1452C8L1548565	\$8,000.00
FT-4698	2009 Landoll	Landoll Trailer 45'	AU78021-TRL	1UH439LH991B16655	\$65,000.00
FT-99	1990 FONTLA	Trailer Flashed	AD11068-SEM	13N1452C8L1548589	\$8,000.00
LB-1	1990 ROGER	Lowboy Trailer 45'	AA75772-SEM	1RBH48306LAP21622	\$49,738.95
RT-5334	2001 Brindle	Road Trailer 3-10'48' rears	AC63182-TRL	1L90R36291G085374	\$16,500.00
ST-478	2010 Cross County	Single Axle Trailer	AW19857-L-TR	431FS0722A1000172	\$2,500.00
ST-4787	2010 Cross County	Single Axle Trailer	AW19856-L-TR	431FS0726A1000197	\$2,500.00
TF-48	1990 EAGER	6 Ton bag along trailer	AD11084-TRL	1122AAH17RL038515	\$3,734.63
VT-40	2006 Vactor	Vacuum Trailer	AS51666-TRL	5H2BF19206LH2130	\$49,000.00

Backhoes

BH-01	2007 CAT	4480 PISH	43429SC-SPC	CAT04460JDBL00685	\$132,500.00
BH-03	2007 CAT	4480 PISH	43430SC-SPC	CAT04460CDBL00687	\$132,500.00
BH-0489	2005 Cat	4480 Loader	378329C-SPC	CAT04460KDBL00498	\$143,065.00

Excavators -

Registered					
EX-0798	2005 - CAT	Excav. M515C	15948SC-SPC	CATM515CCBDM00798	\$194,661.00
RT-206EX-0698	2005 Cat M515C	Wheeled Excav.	41078SC-SPC	CATM515CTEDM00800	\$214,348.41
RT-27EX-0691	2005 - CAT	Excav. M515C	15943SC-SPC	CATM515CPBDM00801	\$190,740.00
RT-30	2008 CAT	S15D Excav.	409879C-SPC	CATM515DPW5M00265	\$177,000.00
RT-31	2010 CAT	M515D Excav	46904SC-SPC	CATM515DAV5M00779	\$283,591.08
RT-32	2005 Volvo	EM56B Excav	46514SC-SPC	EM56BY30503	\$83,000.00

Loaders -

Registered					
See equipment list for non-registered Loaders					
FL-1224	2006 Saabick	Rough Terrain Forklift	42363SC-SPC	609090S51122-4	\$58,000.00
FL-10	2006 Komatsu	Loader WA480	19848SC-SPC	KMTWA058L57A58476	\$327,000.00
FL-1548	2002 Komatsu	Loader WA380	162669C-SPC	A51548	\$157,000.00
PL-1649	2001 Komatsu	Loader WA320	162669C-SPC	A31549	\$122,714.85
TH-5842	2003 Grader	Telescopic Handler 6'6"	17984SC-SPC	160002542	\$87,250.16

Cranes	Year / Make	Description	PLATE NO.	Serial #	
Crane-01	2003 Grove	Crane Deck 18 Ton	433989C	320293	\$98,000.00

PLANT AND EQUIPMENT QUESTIONNAIRE

2b) EQUIPMENT TO BE LEASED OR RENTED

List the equipment which you intend to rent or lease for this contract if awarded to you.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR
		- N/A	-		

PLANT AND EQUIPMENT QUESTIONNAIRE

2c) EQUIPMENT TO BE PURCHASED

List the equipment which you intend to purchase for this contract, if awarded to you. Include pneumatic and hydraulic tools, lighting equipment, mobile or portable service/repair equipment, and equipment to be used in maintenance of traffic.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST
		- N/A -			

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
ASPHALT SUB	VARIOUS	8%	5M	PLOTE/RWD/K-S
ELECTRICAL SUB	VARIOUS	8%	5M	J BURNS/ACORRONE
DEMOLITION	VARIOUS	0.8%	500K	OMEGA/PPPING
DRAINAGE	VARIOUS	6%	4.5M	ACQUA/MARNEZ/RIC
LANDSCAPING	VARIOUS	1.7%	1.6M	NATURAL/LARADE
FENCE	VARIOUS	0.8%	500K	NORTHERN/MIDWEST CFS
PAINTING	VARIOUS	1.7%	800K	ATLANTIC/CRAN

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.

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

Have you carefully inspected the site of the work and evaluated all of the requirements with respect to your capability to provide the resources necessary to complete the work in accordance with those requirements?

YES x NO

6. DOCUMENT REFERENCE

In preparing your proposal did you have available for reference the following contract documents?

The Special Provisions YES x NO

The Contract Plans YES x NO

The IDOT Standard Specifications and Tollway Supplemental Specifications, latest edition as referenced in S. P. 101 YES x NO

Dated at College Point, NY this 2nd day of June, 2014.

Name of Organization Judlau Contracting, Inc.

By

Title of Person Signing President

STATE OF New York)
COUNTY OF Queens)

Ashok Patel being duly sworn deposes and says that he/she is President of the above Judlau Contracting, Inc. and that the answers to the questions in the foregoing Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 2nd day of June, 2014.

Notary Public

My Commission Expires

3-25-2018

JAMIE LOPINZI
NOTARY PUBLIC, STATE OF NEW YORK
QUEENS COUNTY
LIC. # 01LO8138419
COMB. EXP. 3/25/2018

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
MED625	NYCDDC	14,688,000.00	Water Mains	N/A

TOTAL OF BIDS PENDING AWARD \$14,688,000.00

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement is available upon request to verify my/our financial position as of this date.

Judlau Contracting, Inc.

BIDDER
June 2, 2014
DATE

[Signature] President
BY: SIGNATURE TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

CURRENT STATEMENT OF WORK



Project Name, Location & Description	Owner Name Address/Tel No	Design Engineer	Contract Award Amount	Scheduled Completion date and Percentage complete	Uncompleted Work
Small Diameter Water Main Replacement 9B	District of Columbia Water & Sewer Authority 5000 Overlook Ave., S. W. Washington, DC 20032 Carlo Enciso 202-787-2029		\$6,956,349.00	Oct. 1, 2015 0% complete	\$ 6,956,349.00
Small Diameter Water Main Replacement 9a	District of Columbia Water & Sewer Authority 5000 Overlook Ave., S. W. Washington, DC 20032 Carlo Enciso 202-787-2029		\$10,512,544.00	May 18th, 2015 0% Complete	\$ 10,512,544.00
"Sandy" Repair Project- Montague Tube Rehab in the Boroughs of Manhattan & Brooklyn	NYCTA- 2 Broadway, NY, NY Piyush Patel 646-252-4035	NYCT	\$102,443,000.00	4/1/2015 -34% - Complete	\$ 67,495,492.00
Metro Shot Tower Station Structural Preservation & Misc.	Maryland Transit Administration 6 St Paul Street Baltimore, MD 21202 Rick Owens 410-787-3380		\$2,187,600.00	April 30th, 2014 28% - Complete	\$ 1,570,383.01
Signal System Modernization: Dyre Avenue Line Borough of the Bronx	NYCTA- 2 Broadway NY, NY Robert Eskinazi 646-252-6258	NYCT	\$125,338,268.00	7/4/2017 -5.5% - Complete	\$ 118,385,779.02
Second Avenue Subway 72nd Street Station Finishes; Manhattan, NY	NYCTA- 2 Broadway, NY, NY Anitaabha Mukherjee 646-459-7082	AECOM-ARUP	\$258,535,000.00	NOA 02/14/13; estimated substantial completion 11/22/15 6% completion	\$ 241,826,012.55
Second Avenue Subway 63rd St Station Lexington Ave Station; Manhattan, NY	NYCTA- 2 Broadway, NY, NY Kirti Mevawala 212-510-2697	AECOM-ARUP	\$178,450,000.00	Estimated completion date 06-2014 69% complete	\$ 54,699,500.00
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 646-738-4882	NYCDDC	\$236,759,691.00	Estimated Completion 10-23-17 31% completion	\$ 163,364,166.79
Reconstruction of Chambers Street Manhattan, NY	NYCDDC 30-30 Thomson Avenue Long Island City, NY 11101	NYCDDC	\$24,499,233.00	Estimated Completion 11/24/14 90% complete	\$ 2,449,923.30
Rehabilitation of the Culver Line Viaduct, Phase II, borough of Brooklyn, NY	NYCTA- 2 Broadway NY, NY Jacques Maynard 646-210-3862	NYCT	\$178,800,000.00	100% Complete	

Upper Level Deck Replacement at the Henry Hudson Bridge, Borough of the Bronx	MTA-TBTA- 2 Broadway, NY ,NY Walter Hickey 212-304-5026 Tishman Construction Corp. 250 Greenwich Street, 10th Fl NY, NY 10007 Mike Goldberg 646-200-7070	Armann & Whitney/ GF Joint Venture	\$32,820,000.00	Estimated Completion 9-30-13 99% complete	\$ 328,200.00
WTC-Tower Four- MTA "R" Line connector at tower four, Manhattan, NY	Tishman/Turner A JV 100 Broadway, 5th Fl NY, NY 10005 -c/o PANYNJ Paul Bonnar	PANYNJ	\$7,350,000.00	Estimated Completion 3-31-14 80% completion	1,470,000.00
Package 18BY- Recon. Of three story below Grade concrete Structure for Future Vent Plant connected to the existing PATH tube under the WTC	Tishman/Turner A JV 100 Broadway, 5th Fl NY, NY 10005 -c/o PANYNJ Jeff Mattison	Santiago Calatrava LLC	\$17,525,000.00	Estimated Completion 04-30-14 99% completion	175,250.00
Transportation Hub- Cortlandt Street Station Fit out, Manhattan NY		STV	\$19,100,000.00	Estimated Completion 3-31-14 90% completion	1,910,000.00

AGREEMENT

CONTRACT NO: I-13-4607

(USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 26th, June, 2014 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: I-13-4607

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2014 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.

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10. The Advertisement for Bids.

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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 14, 2016, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date is December 14, 2018.

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

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 of the Construction Manager and to his satisfaction. 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 his 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 Proposal 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 Proposal, 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 Proposal. Payments are to be made to the Contractor in accordance with and subject to the provisions of the contract documents.

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.

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

CONTRACT NO: I-13-4607
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:

 6/26/14

Date

President

Ashok Patel

Printed Name as Signed Above

ATTEST:

 6/26/14 (Seal)

Secretary

Secretary

Cesar Pereira

Printed Name as Signed Above


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:  8/22/14

Date

Paula Wolf, Chairman/Kristi Lafleur, Executive Director


APPROVED:

 8/21/14

Date

Michael Colsch, Chief of Finance

APPROVED:

 8/14/14

Date

David Goldberg, General Counsel

Approved as to Form and Constitutionality

 8-15-2014

Date

Robert Larré, Attorney General, State of Illinois

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
Judlau Contracting, Inc.

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)
26-15 Ulmer Street

City, state, and ZIP code
College Point, NY 11354

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶

Date ▶ **6/13/14**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Manar Nashif

DATE: July 8, 2014

FROM: Elvia Nava

SUBJECT: Contract I-13-4607

Contract requirements pertaining to the above referenced contract have been met with the exception of the Professional Liability insurance coverage. It is the understanding that any work that requires Professional Liability will not begin until such proof of insurance is in place. The contract is being forwarded to Contracts Administrator for further processing. You may issue a **Conditional Notice to Proceed** to Lorig Construction Company once the contract has been executed by all parties.

EN: en

**cc: Catrice Hardwick
Maria Limonciello
Stephanie Stephens**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
RISK MANAGEMENT DIVISION**

TO: Elvia Nava

DATE: July 7, 2014

FROM: Mark R. Thomas *MRT*
Construction Insurance Analyst

SUBJECT: Insurance Documentation
Judlau Contracting, Inc.
Contract: I-13-4607

Risk Management has reviewed the insurance documentation and the contract bonds that have been submitted for the above captioned contract. Based on the submissions, it appears the contractor has fulfilled the specifications of the contract as they pertain to insurance documentation.

The last of the insurance documentation submitted was a Certificate of Liability Insurance dated 07/01/2014; Builders Risk Binder dated July 7, 2014; Certification of Coverage by Contractor Broker dated July 3, 2014; and Performance and Payment Bonds with signatures dated June 26, 2014.

Note: submittal of Engineering Professional Liability insurance documentation has been deferred by Tollway Project Management pending selection of subcontractor(s) or engineering professional(s) by contractor. Contractor should not start work associated with the Pay Items included in Tollway Special Provisions article S.P. 107.1 until such time as the proper insurance documentation has been submitted and approved by the Tollway.

Please advise if you have any questions.

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway Jericho NY 11753 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): _____	FAX (A/C. No.): _____
INSURED Judlau Contracting, Inc. 26-15 Ulmer Street College Point NY 11354 USA	E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Commerce & Industry Ins Co	
	INSURER C: _____	
	INSURER D: _____	
INSURER E: _____		
INSURER F: _____		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570054457670** **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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSO) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC OTHER: _____		G24554314	12/31/2013	12/31/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000 Deductible \$250,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		HO 87 25 44 5	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$50,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE15805687	12/31/2013	12/31/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000	
A	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N N/A	C47138875 \$100,000 deductible	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

Certificate No : 570054457670

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Construction Contract I-13-4607; Road and Bridge Reconstruction; Elgin O'Hare Western Access Tollway; Elgin Expressway (IL Route 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9.
 The Illinois State Toll Highway Authority, together with its officials, directors and employees, the Illinois Department of Transportation, Cook County Department of Transportation and Highways, County of Dupage, village of Itasca, The Consulting Engineer, Program Management Office (PMO), Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager and Construction Corridor Manager are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability

CERTIFICATE HOLDER The Illinois State Toll Highway Authority PMO Team-Engineering Contract Services Attn: Elvia Nava 2700 Ogden Avenue Downers Grove, IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Judlau Contracting, Inc.	
POLICY NUMBER See Certificate Number: 570054457670			
CARRIER See Certificate Number: 570054457670	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:

policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the The Illinois State Toll Highway Authority, together with its officials, directors and employees, the Illinois Department of Transportation, Cook County Department of Transportation and Highways, County of Dupage, Village of Itasca, The Consulting Engineer, Program Management Office (PMO), Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager and Construction Corridor Manager in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies.

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
Illinois State Toll Highway Authority Illinois Department of Transportation Cook County Department of Transportation and Highways; County of DuPage, Village of Itasca	As outlined in The Illinois Tollway Contract No. I-13-4607
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.

POLICY NUMBER: G24554314

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
Illinois State Toll Highway Authority Illinois Department of Transportation Cook County Department of Transportation and Highways; County of DuPage, Village of Itasca	As outlined in The Illinois Tollway Contract I-13-4607

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:

The Consulting Engineer
Program Management Office (PMO)
Design Section Engineer
Design Corridor Manager
Construction Manager
Project Manager
Construction Corridor Manager
Above are included as respects The Illinois Tollway Contract I-13-4607

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.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured Judlau Contracting, Inc.			Endorsement Number 49
Policy Symbol HDO	Policy Number G24554314	Policy Period 12/31/13 to 12/31/14	Effective Date of Endorsement 07/01/14
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
 - i. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

**AMENDMENT OF CANCELLATION PROVISIONS –
NOTICE TO ADDITIONAL INTEREST (S)**

Named Insured Judlau Contracting, Inc.			Endorsement Number 32
Policy Symbol ISA	Policy Number H0 87 25 44 5	Policy Period 12/31/13 to 12/31/14	Effective Date of Endorsement 07/01/14
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
GARAGE COVERAGE FORM**

SCHEDULE

Number of days in advance notice: 30

Name: DuPage County Division of Transportation

Address: 421 N. County Farm Road, Wheaton IL 60187

Name: The Illinois State Toll Highway Authority
PMO Team-Engineering Contract Services

Address: Attn: Elvia Nava
2700 Ogden Avenue
Downers Grove, IL 60515

Name:

Address:

Name:

Address:

Authorized Agent

Builders Risk Binder

DATE: July 7, 2014 (Revised)
POLICY NUMBER: V0156614PNB
BROKER: AON Risk Services (LICENSE #100284167)
 390 North Broadway
 Jericho, NY 11753
NAMED INSURED: Judlau Contracting, Inc.
 26-15 Ulmer Street
 College Point, NY 11354
PROJECT NAME: IL Tollway - I-13-4607
PROJECT DESCRIPTION: Construction of new interchange ramp bridge structures and associated ramps, installation of storm sewer and drainage improvements, retaining wall construction, earthwork, installation of guardrail, and concrete barrier, landscaping and erosion control, lighting, intelligent transportation systems elements, maintenance of traffic, pavement markings and other misc work.
LOCATION OF INSURED PROJECT: 41.985338, -88.023175
TOTAL PROJECT VALUE (ESTIMATED): \$63,973,529
DELAY IN COMPLETION LIMIT OF LIABILITY: No Coverage
PERILS INSURED AGAINST: RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD, EARTH MOVEMENT AND NAMED WINDSTORM AS MORE FULLY DEFINED IN ORIGINAL POLICY WORDING
PERIOD OF INSURANCE: 03 July 2014 to 14 December 2016 (895 Days)
BEAZLEY PARTICIPATION: 100%
VALUATION: MATERIAL DAMAGE - REPLACEMENT COST
ISSUANCE COMPANY: BEAZLEY INSURANCE COMPANY, INC.
TERM RATES: MATERIAL DAMAGE: \$0.1778/\$100
 DELAY IN COMPLETION: Not Applicable
TERM PREMIUMS: MATERIAL DAMAGE: \$113,745
 DELAY IN COMPLETION: Not Applicable
TOTAL TERM PREMIUM: \$113,745
BEAZLEY PREMIUM: \$113,745 + \$8,824 TERRORISM = \$122,569 (Excluding Taxes & Surcharges)
TAXES AND SURCHARGES APPLICABLE TO BEAZLEY PREMIUM: Not Applicable
BROKER'S COMMISSION: 17%
POLICY FORM: Beazley Builders Risk
POLICY LIMIT: \$63,973,529 PER OCCURRENCE, EXCEPT:

MATERIAL DAMAGE LIMIT: \$63,973,529 PER OCCURRENCE, EXCEPT:

	<u>Sublimit</u>	
<i>Earth Movement</i>	\$63,973,529	Per Occurrence and in the Annual Aggregate
<i>Flood</i>	\$25,000,000	Per Occurrence and in the Annual Aggregate
<i>Named Windstorm</i>	\$63,973,529	Per Occurrence
<i>Fungus, Mold or Mildew</i>	\$100,000	Per Occurrence and in the Term Aggregate
<i>Water Damage</i>	\$63,973,529	Per Occurrence
<i>Hot Testing</i>	No Coverage	Per Occurrence
<i>Cold Testing</i>	\$63,973,529	Per Occurrence
Debris Removal	\$2,000,000	Per Occurrence
Pollution Cleanup Expenses	\$250,000	Per Occurrence and in the Term Aggregate
Transit	\$2,000,000	Per Occurrence
Offsite Storage	\$2,000,000	Per Occurrence
Expediting Expenses subject to	50% \$2,500,000	Above normal costs Maximum per Occurrence
Valuable Papers	\$500,000	Per Occurrence
Fire Fighting Charges	\$500,000	Per Occurrence
Trees, Plants and Landscaping	\$1,000 \$100,000	Maximum Per Item, Per Occurrence
Loss Adjustment Expenses	\$250,000	Per Occurrence and in the Term Aggregate
Building Ordinance	\$1,000,000	Per Occurrence
Arson or Theft Reward subject to	50% \$500,000	Of the loss, Maximum Per Occurrence

DEDUCTIBLES:

For <i>Earth Movement</i> subject to	Not Applicable \$50,000	Percent of the <i>Total Project Value</i> at risk at the time of the loss, minimum Per Occurrence
For <i>Flood</i> subject to	Not Applicable \$100,000	Percent of the <i>Total Project Value</i> at risk at the time of the loss, minimum Per Occurrence
For <i>Named Windstorm</i> subject to	Not Applicable \$50,000	Percent of the <i>Total Project Value</i> at risk at the time of the loss, minimum per Occurrence

It is understood that the *Named Windstorm* deductible shall apply to all loss or damage that is *Named Windstorm* related, including but not limited to loss or damage caused by or resulting from wind, hurricane, hail, tornado, *Flood*, *Water Damage*, wave wash, wind driven rain, sewer backup, and mudslide.

For <i>Water Damage</i>	\$50,000	Per Occurrence
For <i>Hot Testing</i>	Not Applicable	Per Occurrence
For all other perils	\$50,000	Per Occurrence

In the event that more than one deductible amount applies per Occurrence, then only the largest applicable deductible amount shall be applied.

ENDORSEMENTS:

- Terrorism Exclusion (CPBR-END022.0110)
- U.S. Terrorism Risk Insurance Act of 2002 As Amended New & Renewal Business Endorsement (CPBR-END023.0110)
- Policyholder Disclosure Notice of Terrorism Insurance Coverage (CPBR-END043.1012)

**SUBJECTIVITIES
DUE WITHIN 30 DAYS:**

- Subject to Beazley's validation that the Insured meets the US government requirements for OFAC (Offices of Foreign Asset Control) compliance.

NOTES:

- Builder's Risk provided on "all-risk" basis and includes the Contractor and any sub-contractor of any tier as named insured; the Tollway shall be included as a named insured as its interest may appear; includes waiver of the insurer's rights of subrogation against all contractors and the Tollway.
- Please examine carefully the terms and conditions as detailed herein as they may differ from the specifications included in your submission.
- This binder is valid for 30 days.

UNDERWRITER:

NEAL DEN EXTER (770) 576-1531

RISK ANALYST:

HOPE WILLIAMS (770) 576-1528

BEAZLEY
50 GLENLAKE PARKWAY, SUITE 250
ATLANTA GA 30328

Beazley Insurance Company, Inc. is pleased to provide this Builders Risk binder, which is subject to the terms and conditions as set forth by our proposal. Any changes to this binder are subject to a premium charge revision. This binder will expire upon the issuance of the Builders Risk policy, at which time the policy terms and conditions will take precedence, and this binder will no longer be valid.

In the event of a claim please contact: (800) 785-8572
Your policy number is: V0156614PNB

Your bound policy will be issued once the final and agreed upon information is received.
Beazley looks forward to a successful partnership of servicing you and your client's Builders Risk needs.


Authorized Company Representative

07/03/2014
Date



July 3, 2014

The Illinois State Toll Highway Authority
PMO Team-Engineering Contract Services
Attn: Elvia Nava
2700 Ogden Avenue
Downers Grove, IL 60515 USA


RE: Judlau Contracting, Inc.
Tollway Contract No. I-13-4607
Certification of Coverage

Dear Ms. Nava,

Aon Risk Services Northeast, Inc. is the broker of record for Judlau Contracting for the above referenced policies.

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

Sincerely,



David W. Marino, CPCU
As Officer of the Brokerage
Executive Vice President
Managing Director



Sandra J. Noirjean
As licensed Broker (#7098334)
Vice President

Aon Risk Services Northeast, Inc. | Construction Services Group
390 North Broadway, Jericho, NY 11753-2110
Telephone: (516) 396-4000
website: www.aon.com

Bond No. 106009802 (Travelers)
PRF09157314 (Zurich)
015043012 (Liberty)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-13-4607

PERFORMANCE BOND

(USE BLACK INK ONLY)

KNOW ALL MEN BY THESE PRESENTS, That we, Judlau Contracting, Inc.,

- * 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 partnership consisting of~~XX,
- * ~~an individual doing business as~~XX,
- * ~~a joint venture consisting of~~XX.

(* STRIKE OUT ALL LINES THAT DO NOT APPLY)

as Principal, and Travelers Casualty and Surety Company of America, Zurich American Insurance

Company and Liberty Mutual Insurance Company

a corporation organized and existing under the laws of the State of CT/NY/MA 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 Sixty Three Million Nine Hundred Seventy Three Thousand Five Hundred Twenty Nine Dollars and Forty-Five Cents, \$63,973,529.45, lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment of which we bind ourselves, our successors and assigns, jointly, severally and firmly by these Presents.

The CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with The Illinois State Toll Highway Authority dated 6/26/14 for the work designated as


Contract No. I-13-4607, Road and Bridge Reconstruction, Elgin O'Hare Western Access Tollway Elgin


Expressway (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9

which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with all of the provisions of said contract during the original term of said contract and any extensions hereof that may be granted by the Authority, with or without notice to the Surety, said notice to the Surety being hereby expressly waived, and has agreed to faithfully perform said contract as required by the contract documents, together with any and all duly authorized additions, alterations, cancellations and deductions with respect to said contract which may hereafter be made pursuant to said contract, with or without notice to the Surety, said notice to the Surety being hereby expressly waived.


NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with all of the provisions of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, said notice to the Surety being hereby expressly waived and shall faithfully perform said contract, and in all respects truly and faithfully comply with all the provisions, conditions and requirements of said contract, together with any and all duly authorized additions, alterations, cancellations and deductions with respect to said contract which may hereafter be made, with or without notice to the Surety, said notice to the Surety being hereby expressly waived, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this 26th day of June, 2014.

ATTEST 

Judlau Contracting, Inc.
PRINCIPAL
BY  ASHOK PATEL
SIGNATURE, NAME, TITLE President

ATTEST 
Andrea E. Gorbert

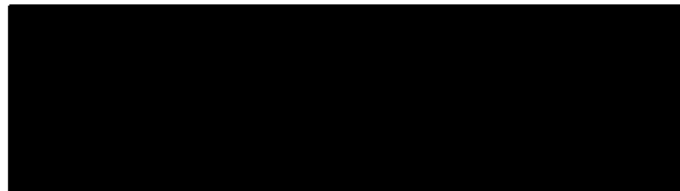
Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Liberty Mutual Insurance Company
SURETY
BY 
ATTORNEY IN FACT Anne Potter

(Attach Surety's Power of Attorney)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)
COUNTY OF Nassau,)

ON THE 26th DAY OF June, 2014 , 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, New York THAT (S)HE IS THE ATTORNEY-IN-FACT OF Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual 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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226253

Certificate No. 005675229

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David W. Rosehill, Nancy Schnee, James E. Marran, Jr., Annette Leuschner, Andrea E. Gorbett, Valorie Spates, Beverly A. Woolford, and Anne Potter

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of October, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Redacted Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Redacted Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 set my hand and affixed the seals of said Companies this 26th day of June, 2014.

[Redacted Signature]

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 67,799,624	UNEARNED PREMIUMS	\$ 609,717,671
BONDS	3,452,214,898	LOSSES	609,863,176
INVESTMENT INCOME DUE AND ACCRUED	47,768,502	LOSS ADJUSTMENT EXPENSES	480,670,453
OTHER INVESTED ASSETS	265,099,610	COMMISSIONS	31,791,136
PREMIUM BALANCES	190,636,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,675,096	OTHER EXPENSES	38,437,693
REINSURANCE RECOVERABLE	11,361,414	FUNDS HELD UNDER REINSURANCE TREATIES	84,401,464
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,461	REMITTANCES AND ITEMS NOT ALLOCATED	13,677,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,615,367
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,511,674
		POLICYHOLDER DIVIDENDS	6,462,513
		PROVISION FOR REINSURANCE	3,970,464
		ADVANCE PREMIUM	1,078,609
		PAYABLE FOR SECURITIES LENDING	4,910,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(64,954,284)
		ESCHEAT LIABILITY	471,848
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,238
		TOTAL LIABILITIES	\$ 2,265,740,387
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	423,803,760
		OTHER SURPLUS	1,441,436,327
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,881,720,088
TOTAL ASSETS	\$ 4,147,460,454	TOTAL LIABILITIES & SURPLUS	\$ 4,147,460,454

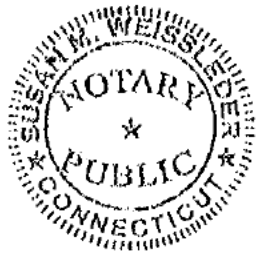
STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

[Redacted Signature]
 SECOND VICE PRESIDENT
 [Redacted Signature]
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 19TH DAY OF MARCH, 2014

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2017



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER**, all of Jericho, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Assistant Secretary
Eric D. Barnes*



*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 10th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of June, 2016.



[Redacted Signature]

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2013 and December 31, 2012**

	12/31/2013	12/31/2012
Assets		
Bonds	\$ 18,990,563,123	\$ 18,907,466,866
Preferred Stock	-	-
Common Stock	2,411,755,638	2,123,025,432
Other Invested Assets	2,505,133,631	2,035,077,824
Short-term Investments	327,019,081	126,053,209
Receivable for securities	123,767,865	134,410,839
Cash and cash equivalents	(65,045,469)	728,298,115
Securities lending reinvested collateral assets	208,060,337	225,335,750
Employee Trust for Deferred Compensation Plan	142,420,097	130,493,778
Total Cash and Invested Assets	\$ 24,643,676,503	\$ 24,410,161,814
Premiums Receivable	\$ 3,358,946,105	\$ 3,649,247,239
Funds Held with Reinsurers	2,383,155	3,681,443
Reinsurance Recoverable	391,812,478	215,451,507
Accrued Investment Income	113,886,701	121,729,727
Federal Income Tax Recoverable	940,033,456	930,267,731
Due from Affiliates	183,852,738	187,274,289
Other Assets	549,410,052	493,265,075
Total Assets	\$ 30,184,001,188	\$ 30,011,078,824
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 13,894,112,327	\$ 14,244,436,264
Unearned Premium Reserve	4,321,146,577	4,159,670,241
Funds Held with Reinsurers	185,460,548	212,412,675
Loss in Course of Payment	357,922,606	408,170,112
Commission Reserve	68,132,284	64,038,359
Federal Income Tax Payable	290,773,995	16,190,044
Remittances and Items Unallocated	111,710,550	196,410,982
Payable to parent, subs and affiliates	154,428,297	57,540,814
Provision for Reinsurance	43,942,761	66,649,220
Ceded Reinsurance Premiums Payable	807,651,125	551,510,878
Securities Lending Collateral Liability	208,060,537	225,335,750
Other Liabilities	1,942,241,242	2,166,453,164
Total Liabilities	\$ 22,385,582,849	\$ 22,368,818,502
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-in and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	430,000,000
Special Surplus Funds	34,865,000	43,259,000
Cumulative Unrealized Gain	505,136,565	331,857,594
Unassigned Surplus	2,859,285,454	2,438,012,408
Total Policyholders' Surplus	\$ 7,798,418,339	\$ 7,642,260,323
Total Liabilities and Policyholders' Surplus	\$ 30,184,001,188	\$ 30,011,078,824

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013, according to the best of my information.

Corporate Secretary

State of Illinois
County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

Notary public

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014

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. 6619248

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; Anne Potter; Annette Leuschner; Beverly A. Woolford; David W. Rosehill; Nancy Schnee; 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 24th day of April, 2014.



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 24th day of April, 2014, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 20, 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 XIII - 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 26th day of June, 2014.



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, 2013

Assets	Liabilities
Cash and Bank Deposits.....	Unearned Premiums.....
\$1,118,180,550	\$5,940,431,054
*Bonds — U.S Government.....	Reserve for Claims and Claims Expense
1,888,225,943	17,305,063,560
*Other Bonds.....	Funds Held Under Reinsurance Treaties.....
12,039,490,815	212,659,311
*Stocks	Reserve for Dividends to Policyholders.....
9,030,962,112	1,226,236
Real Estate.....	Additional Statutory Reserve
251,301,907	63,348,980
Agents' Balances or Uncollected Premiums.....	Reserve for Commissions, Taxes and
4,781,042,931	Other Liabilities
Accrued Interest and Rents.....	<u>\$,826,683,629</u>
149,855,386	Total
Other Admitted Assets.....	<u>\$29,349,412,770</u>
<u>15,216,749,451</u>	Special Surplus Funds.....
Total Admitted Assets.....	\$55,686,852
<u>\$44,475,809,095</u>	Capital Stock.....
	11,250,000
	Paid in Surplus.....
	7,898,288,167
	Unassigned Surplus.....
	7,161,171,306
	Surplus to Policyholders
	<u>15,126,396,325</u>
	Total Liabilities and Surplus.....
	<u>\$44,475,809,095</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, 2013, 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 20th day of March, 2014.



Assistant Secretary

Bond No. 106009802 (Travelers)
PRF09157314 (Zurich)
015043012 (Liberty)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-13-4607

PAYMENT BOND

(USE BLACK INK ONLY)

KNOW ALL MEN BY THESE PRESENTS, That we, Judlau Contracting, Inc.

- * 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 partnership consisting of _____,
- * an individual doing business as _____,
- * a partnership consisting of _____.

(*STRIKE OUT ALL LINES THAT DO NOT APPLY.)

as Principal, and Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual Insurance Company

a corporation organized and existing under the laws of the State of CT/NY/MA 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 Sixty Three Million Nine Hundred Seventy Three Thousand Five Hundred Twenty Nine Dollars and Forty-Five Cents, \$63,973,529.45, lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority for the payment of which we bind ourselves, our successors and assigns, jointly, severally and firmly by these Presents.

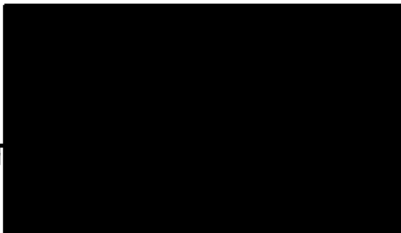
The CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with The Illinois State Toll Highway Authority dated 6/26/2014 for the work designated as

Contract No. I-13-4607; Road and Bridge Reconstruction, Elgin O'Hare Western Access Tollway Elgin Expressway (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9

which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has agreed to pay not less than the prevailing wages for the work to be performed in accordance with such contract and the laws of the State of Illinois, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to such Principal for the purpose of performing such work in accordance with the provisions of the contract and any and all duly authorized additions, alterations, cancellations and deductions which may be hereafter made pursuant to said contract, with or without notice to the Surety, said notice to the Surety being hereby expressly waived, during the time originally prescribed in said contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, said notice to the Surety being hereby expressly waived; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, any subcontractor, or other person for any such labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly pay not less than the prevailing wages for the work to be performed in accordance with such contract and the laws of the State of Illinois and pay 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 such work in accordance with the provisions of the contract and any and all duly authorized additions, alterations, cancellations and deductions with respect to the work which may hereafter be made pursuant to said contract, with or without notice to the Surety, said notice to the Surety being hereby expressly waived, during the time originally prescribed in said contract, and any extensions thereof that may be granted by the Authority with or without notice to the Surety, said notice to the Surety being hereby expressly waived, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this 26th day of June, 2014.

ATTEST 

Judlau Contracting, Inc.
PRINCIPAL

BY  ARHOK PATEL, PRESIDENT
SIGNATURE, NAME, TITLE

Travelers Casualty and Surety Company of America
Zurich American Insurance Company
Liberty Mutual Insurance Company

SURETY

ATTEST 
Andrea E. Gorbert

BY 
ATTORNEY IN FACT Anne Potter

(Attach Surety's Power of Attorney)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)
COUNTY OF Nassau,)

ON THE 26th DAY OF June, 2014 , 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, New York THAT (S)HE IS THE ATTORNEY-IN-FACT OF Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual 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. 01SP0135425
Qualified in Queens County
Commission Expires October 17, 2017



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226253

Certificate No. 005675228

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David W. Rosehill, Nancy Schnee, James E. Marran, Jr., Annette Leuschner, Andrea E. Gorbert, Valorie Spates, Beverly A. Woolford, and Anne Potter

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of October 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Redacted Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Redacted Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 set my hand and affixed the seals of said Companies this 26th day of June, 2014.

[Redacted Signature]
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

CAPITAL STOCK \$ 8,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 87,799,924	UNEARNED PREMIUMS	\$ 808,717,074
BONDS	3,452,214,998	LOSSES	809,893,178
INVESTMENT INCOME DUE AND ACCRUED	47,798,902	LOSS ADJUSTMENT EXPENSES	480,870,453
OTHER INVESTED ASSETS	288,098,810	COMMISSIONS	31,791,138
PREMIUM BALANCES	190,838,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,579,098	OTHER EXPENSES	38,437,893
REINSURANCE RECOVERABLE	11,361,414	FUNDS HELD UNDER REINSURANCE TREATIES	94,401,484
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,461	REMITTANCES AND ITEMS NOT ALLOCATED	13,577,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,815,367
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,611,674
		POLICYHOLDER DIVIDENDS	6,462,513
		PROVISION FOR REINSURANCE	3,870,484
		ADVANCE PREMIUM	1,078,609
		PAYABLE FOR SECURITIES LENDING	4,810,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(84,884,264)
		ESCHEAT LIABILITY	471,948
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,236
		TOTAL LIABILITIES	\$ 2,285,740,367
		CAPITAL STOCK	\$ 8,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,441,436,327
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,881,720,088
TOTAL ASSETS	\$ 4,147,460,454	TOTAL LIABILITIES & SURPLUS	\$ 4,147,460,464

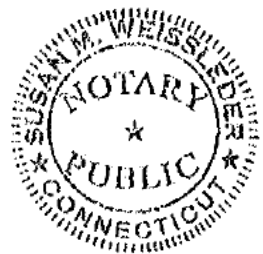
STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 18TH DAY OF MARCH, 2014

[REDACTED]
 SECOND VICE PRESIDENT
 [REDACTED]
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David W. ROSEHILL, Nancy SCHNEE, Andrea E. GORBERT, Annette LEUSCHNER, Valorie SPATES, Beverly A. WOOLFORD and Anne POTTER, all of Jericho, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By _____

*Assistant Secretary
Eric D. Barnes*

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 10th day of December, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of June, 2014.



[Redacted Signature]

Geoffrey Delisio, Vice President

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2013 and December 31, 2012

	12/31/2013	12/31/2012
Assets		
Bonds	\$ 18,990,565,123	\$ 18,907,466,866
Preferred Stock	-	-
Common Stock	2,411,755,638	2,123,025,432
Other Invested Assets	2,505,133,631	2,035,077,824
Short-term Investments	327,019,081	126,053,209
Receivable for securities	123,767,865	134,410,839
Cash and cash equivalents	(65,045,469)	728,298,115
Securities lending reinvested collateral assets	208,060,537	225,335,750
Employee Trust for Deferred Compensation Plan	142,420,097	130,493,778
Total Cash and Invested Assets	\$ 24,643,676,503	\$ 24,410,161,814
Premiums Receivable	\$ 3,358,946,105	\$ 3,649,247,239
Funds Held with Reinsurers	2,383,155	3,681,443
Reinsurance Recoverable	391,812,478	215,451,507
Accrued Investment Income	113,886,701	121,729,727
Federal Income Tax Recoverable	940,033,456	930,267,731
Due from Affiliates	183,852,738	187,274,289
Other Assets	549,410,052	493,265,075
Total Assets	\$ 30,184,001,188	\$ 30,011,078,824
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 13,894,112,327	\$ 14,244,436,264
Unearned Premium Reserve	4,321,146,577	4,159,670,241
Funds Held with Reinsurers	185,460,548	212,412,675
Loss In Course of Payment	337,922,606	408,170,112
Commission Reserve	68,132,284	64,038,359
Federal Income Tax Payable	290,773,995	16,190,044
Remittances and Items Unallocated	111,710,550	196,410,982
Payable to parent, subs and affiliates	154,428,297	57,540,814
Provision for Reinsurance	43,942,761	66,649,220
Ceded Reinsurance Premiums Payable	807,651,125	551,510,878
Securities Lending Collateral Liability	208,060,537	225,335,750
Other Liabilities	1,942,241,242	2,166,453,164
Total Liabilities	\$ 22,385,582,849	\$ 22,368,818,502
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	430,000,000
Special Surplus Funds	34,865,000	43,259,000
Cumulative Unrealized Gain	505,136,565	331,857,594
Unassigned Surplus	2,859,285,454	2,438,012,408
Total Policyholders' Surplus	\$ 7,798,418,339	\$ 7,642,260,323
Total Liabilities and Policyholders' Surplus	\$ 30,184,001,188	\$ 30,011,078,824

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the Company as of the 31st day of December, 2013, according to the best of my information.

[Redacted Signature]
 [Redacted Name]
 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

[Redacted Signature]
 Notary public



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. 0549247

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. Gorbart; Anne Potter; Annette Leuschner; Beverly A. Woolford; David W. Rosehill; Nancy Schnee; 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 24th day of April, 2014.



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 24th day of April, 2014, 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.



COMMONWEALTH OF PENNSYLVANIA
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 XIII - 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 26th day of June, 2014.



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, 2013

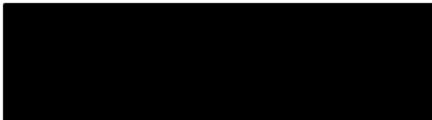
Assets	Liabilities
Cash and Bank Deposits..... \$1,118,180,550	Unearned Premiums..... \$5,940,431,054
*Bonds — U.S Government..... 1,888,225,943	Reserve for Claims and Claims Expense 17,305,063,560
*Other Bonds..... 12,039,490,815	Funds Held Under Reinsurance Treaties..... 212,659,311
*Stocks 9,030,962,112	Reserve for Dividends to Policyholders..... 1,226,236
Real Estate..... 251,301,907	Additional Statutory Reserve..... 63,348,980
Agents' Balances or Uncollected Premiums..... 4,781,042,931	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 149,855,386	Other Liabilities <u>5,826,683,629</u>
Other Admitted Assets..... <u>15,216,749,451</u>	Total \$29,349,412,770
Total Admitted Assets <u>\$44,475,809,095</u>	Special Surplus Funds..... \$55,686,852
	Capital Stock..... 11,250,000
	Paid in Surplus..... 7,898,288,167
	Unassigned Surplus..... 7,161,171,306
	Surplus to Policyholders <u>15,126,396,325</u>
	Total Liabilities and Surplus <u>\$44,475,809,095</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, 2013, 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 20th day of March, 2014.

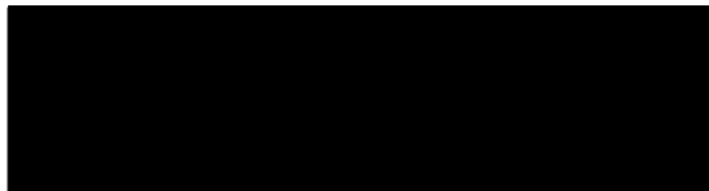


Assistant Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)
COUNTY OF Nassau,)

ON THE 26th DAY OF June, 2014 , 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, New York. THAT (S)HE IS THE ATTORNEY-IN-FACT OF Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual 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. 01SP8139425
Qualified in Queens County
Commission Expires October 17, 2017

ACKNOWLEDGEMENT OF SURETY

STATE OF New York,)
COUNTY OF Nassau,)

ON THE 26th DAY OF June, 2014 , 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, New York THAT (S)HE IS THE ATTORNEY-IN-FACT OF Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual 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

CONTRACTOR CERTIFICATION / DISCLOSURE FORM GUIDELINES

New Certification / Disclosure forms (v. 13.5) have been provided by the State in accordance with amendments to sections of the Illinois Procurement Code (30/ILCS/500) per Public Act 97-0895 (SB 2958). The General Contractor must complete and submit the Certification / Disclosure forms **with the bid / offer**. Bids/ offers that do not include completed forms may be **deemed non-responsive**.

Those known subcontractors whose annual contract value exceeds \$50,000 shall **SEPARATELY** complete and submit the Sub-Contractor Certification/Disclosure forms to the General Contractor within **15 days (was previously 20)** of contract execution (generally the Notice to Proceed date), or after execution of the subcontract, whichever is later. Submit each page of the forms, even if the information is not required to be completed by the Subcontractors. The General Contractor shall submit the completed forms to the State Purchasing Officer (SPO) via the General Manager of Engineering. See the Tollway website for additional information and to obtain current forms.

In general, insert the appropriate information in the forms fields provided.

General Contractor Instructions for pages W-1 through W-20:

- Standard Business Terms and Conditions (page W-1): the General Contractor is to complete the top two lines of the first page with relevant contract information.
- Standard Business Terms and Conditions (page W-7): Item 27.3 **VENDOR SUPPLEMENTAL PROVISIONS** – No action required – only if supplemental provisions are being recommended.
- Disclosure of Business Operations with Iran (page W-8): the General Contractor is to complete the form (**Failure to complete and submit this disclosure will result in the bid / offer being deemed as non-responsive**).
- Attachment AA – Evidence of Authorization to Do or Transact Business in Illinois (page W-9): the General Contractor shall submit a copy of the Business registration (the only exception to this requirement is if the Contractor checks A, C or D under Item 32 on pages W-16-17).
- Attachment BB – Illinois Department of Human Rights Public Contract Number (page W-10): the General Contractor shall complete this page.
- Attachment CC – Solicitation of Contract Terms and Conditions Exceptions (page W-11): the General Contractor does **NOT** need to complete this form if contract exceptions are not being made. If an exception is being noted, the General Contractor will fill in the exception(s) and provide any new provision(s). The sentence at the bottom of the page should be completed by typing in the Illinois Tollway first, followed by your firm name. Under the Agreed columns – the first column is completed with your firm name information; the second column will be completed by the Tollway upon acceptance.
- Attachment DD – State Board of Elections Certificate (W-12): the General Contractor must be registered with the Illinois State Board of Elections at the time of bid/offer submittal and provide evidence of registration.

- Attachment EE – Standard Certifications (pages W-13 thru W-17): Review and check off the appropriate box in Item 30 and Item 32 – a signature certification is required on page W-17.
- Taxpayer Identification Number (page W-18): the General Contractor shall complete this page.
- Subcontractor Information/Delinquent Debt Review (page W-19): the General Contractor will continue to identify subcontractor(s) to the extent known at the time of the offer by completing and submitting the “Subcontractor Information/Delinquent Debt Review”. An attachment listing the known subcontractors is also acceptable.
- Substance Abuse Prevention Program Certification (page W-20) – check the appropriate certification section.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST – Instructions for pages W-21 through W-28:

- **First Page (Page W-21):** This disclosure form must be completed and submitted for the General Contractor and each subcontractor whose annual contract value exceeds \$50,000. The disclosing entity shall check the appropriate box under “This disclosure is submitted for:” and provide the information in the table at the bottom of Page W-21
 - **Project Name:** Enter the Tollway Project Name.
 - **Illinois Procurement Bulletin Number:** Enter the Illinois Procurement Bulletin Number.
 - **Contract Number:** Enter the Tollway Contract Number (example: RR-13-4444).
 - **Vendor Name:** Enter the General Contractor’s name. This will always be the name of the vendor entering into the contract with the Tollway.
 - **Doing Business As (DBA):** Completed if the General Contractor is conducting business under a different name, otherwise, left blank.
 - **Disclosing Entity:** Enter the name of the company that is completing the form.
 - **Disclosing Entity’s Parent Entity (If the disclosing Entity has a Parent Entity relationship):** List the name of the Parent Entity and in parenthesis indicate “parent of disclosing entity name”. Example: XYZ Company (parent of ABC Company).
 - **Subcontractor:** Completed when the disclosing entity is a Subcontractor, otherwise, left blank.

- **Instrument of Ownership or Beneficial Interest:** Consider the following options:
 - Corporation (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
 - Limited Liability Company Membership Agreement (Series LLC, Low Profit Limited Liability Company)
 - Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
 - Sole Proprietorship
 - Not-for-Profit Corporation
 - Other
 - Trust Agreement (Beneficiary)

- **STEP 1 – SUPPORTING DOCUMENTATION SUBMITTAL (Page W-22):** The answers must correspond with the type of ownership disclosed previously, as well as with the vendor's Taxpayer Identification Number information.

- **STEP 2 – DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS (Page W-23):**
 - **Option A:**
 - **Ownership Share - Table X** - Vendors are to provide percentage of ownership when it exceeds 5%. If ownership percentage is 5% or less but the value exceeds \$106,447.20 then the \$ Value must be provided. If the percentage of ownership reported does not total 100%, please provide a written statement explaining the remaining percentage of ownership. If a dollar value is entered – it must be exact, not estimated or rounded. Firms reporting numerous ownership shares may submit a spreadsheet attachment in the same format as Table-X.
 - Any individuals listed under Table X whose ownership share exceeds 5% must also be listed under Table Y.
 - **Distributive Income – Table Y** - If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, be aware that distributive income is defined as “any type of distribution of profits”. This includes reinvestment of profits into the company, as well as any bonus or other benefits (above annual salary) distributed that were funded, bought or paid for with profit earnings. Firms reporting numerous ownership shares may submit a spreadsheet attachment in the same format as Table-Y.
 - If no owner qualifies to be listed on either Table X or Table Y, an explanation to that affect is to be included with the form (no single owner with more than 5% ownership or distributive income or no single owner with an ownership value or distributive income dollar amount greater than \$106,447.20.)
 - At the end of Step 2, Option A, be sure to certify that Ownership and Distributive Information was provided for all individuals or entities by marking the Yes box for the last two questions of Option A (page W-24).
 - **Option B (Page W-24):**
 - This section is to be completed for Not-for-Profits as chosen in Step 1, Option 5.

- **STEP 3 – DISCLOSURE OF LOBBYIST OR AGENT (Page W-24):** This section must be completed. If the "Yes" box is chosen, the information in the table shall be provided along with information on the related fee structure per the last statement of the section.
- **STEP 4 – PROHIBITED CONFLICTS OF INTEREST (Page W-25):**
 - This set of questions must be completed for each person identified in Step 2 Table-X. If the answer is "No" to questions 1 through 4 in Step 4, questions 5 & 6 in Step 4 should not be answered and are to be left blank.
 - You may list more than one name in response to "Please provide the name of the person for which responses are provided" as long as all the answers are the same. Firms reporting numerous ownership shares may submit an attachment listing the names and reference Step 4.
- **STEP 5 – POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS (Pages W-25-26):**
 - This set of questions must be completed for each person identified in Step 2 Table-X and for sole proprietors identified in Step 1, Option 6.
 - You may list more than one name in response to "Please provide the name of the person for which responses are provided" as long as all the answers are the same. Firms reporting numerous ownership shares may submit an attachment listing the names and referencing Step 5.
- **STEP 6 – EXPLANATION OF AFFIRMATIVE RESPONSES (Page W-26):** If you answered "Yes" in Step 3, Step 4, or Step 5, a detailed explanation including, but not limited to, the name, salary, State agency or university, and position title of each individual for which Yes was answered shall be provided.
- **STEP 7 – POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS (Page W-27):**
 - These questions must be completed for each person and entity identified in Step 2 Table X, and for the disclosing entity that is filling out the forms (entity or sole proprietor disclosed in Step 1).
 - You may list more than one name in response to "Please provide the name of the person or entity for which responses are provided" as long as all the answers are the same. Firms reporting numerous ownership shares may submit an attachment listing the names and referencing Step 7. Be sure to include the disclosing entity in the list.

- **STEP 8 – DISCLOSURE OF CURRENT AND PENDING CONTRACTS (Pages W-27-28):**
 - The Yes box should be checked.
 - Contracts, pending contracts, bids, proposals, subcontracts or other ongoing procurement relationships with units of State of Illinois government include contracts and subcontracts—even those that have not yet been awarded. Provide all contract information as shown in the table in Step 8 in the same format. (State of Illinois Agencies only—Not municipalities or local governments)
 - List all Tollway contracts including the one for this set of disclosures.
 - Value to be entered is the “total contract value” – not the remaining balance.
 - An attachment may be submitted as long as the format provides the requested information.
 - In response to the question “Please explain the procurement relationship.” answer Vendor if your firm currently is working on an active contract with the Tollway; answer Bidder or Offeror if your firm is seeking work.

- **STEP 9 – SIGN THE DISCLOSURE (Page W-28):**
 - Enter the appropriate text for “Name of Disclosing Entity.”
 - Sign the form and provide the date.
 - Enter the appropriate text for “Printed Name”, “Title”, “Phone Number” and “Email Address”.

Mancillas, Pam

From: Lanzo, Paul
Sent: Wednesday, August 13, 2014 10:01 AM
To: Mancillas, Pam; Pierotti, Lisa
Subject: FW: Judlau 4607 Memo to the SPO
Attachments: 4607 Judlau Award Recommendation 20140623.docx

From: Collins, Linda
Sent: Monday, June 30, 2014 9:21 AM
To: Lanzo, Paul
Cc: Biggs, Susan
Subject: Judlau 4607 Memo to the SPO

Paul:

Enclosed is a copy of the memo that the Chief sent to the SPO regarding our due diligence efforts on Judlau. This should satisfy the SPO's request so that Judlau's disclosures can be approved.

L. L. "Po" Collins, CPCM, C.P.M.
General Manager of Engineering
Office: 630-241-6800 X3304
Mobile: 331-481-0942
llcollins@getipass.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

To: Victoria Santiago, CPPO, CPPB
Chief of Procurement

Date: 6/23/2014

From: Paul D. Kovacs, P.E.
Chief Engineer

Copy: John Donato
Chief of Procurement

Re: Contract Award Recommendation
Tollway Contract I-14-4607

This confirms my June 19, 2014, email to you. The Tollway has conducted due diligence regarding the award of Contract I-14-4607 to Judlau Contracting, Inc. Judlau is a new vendor for the Tollway, so a thorough review was conducted to ensure that this firm is both responsive and responsible.

Our due diligence included:

- Confirmed that Judlau was prequalified by the State of Illinois as a super-unlimited general contracting firm, with a capacity to perform on contracts worth at least \$300 Million.
- Reviewed Judlau disclosure statements, and noted that there was no debarment. The findings related to OSHA citations are not uncommon for contractors working on the large-scale infrastructure projects.
- Researched a 2012 civil settlement of a false claims dispute arising from an internal compliance audit that uncovered issues with a Disadvantaged Business Enterprise (DBE), and was satisfactorily resolved such that Judlau continued to receive contract awards.
- Routine Tollway analysis including: Designer bid analysis, PMO bid analysis, bid evaluation letter.
- Independent PMO review of Judlau's litigation history.
- Supporting documentation provided upon request by Judlau.

Based on this due diligence, we find Judlau to be both responsive and responsible. Additionally Judlau is the lowest priced bidder. The Tollway's due diligence supports that it is in the Tollway's best interest to proceed with awarding this contract to Judlau Contracting, Inc.

PDK/lc

cc: Linda Collins
Chris Arman

Mancillas, Pam

From: Lanzo, Paul
Sent: Wednesday, August 13, 2014 9:17 AM
To: Pierotti, Lisa; Mancillas, Pam
Subject: FW: I-13-4607 - Judlau Contracting, Inc. - Revised Disclosure Review, IPB# 22033507

From: Ryan, Mary Jo
Sent: Wednesday, July 23, 2014 4:03 PM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: FW: I-13-4607 - Judlau Contracting, Inc. - Revised Disclosure Review, IPB# 22033507

Please see below:

Sue,

Disclosures are approved to move forward for the following:

- 1) Judlau Contracting, Inc.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Office: 630-241-6800 x 2644
Email: miryan@getipass.com

From: Santiago, Victoria
Sent: Wednesday, July 23, 2014 4:01 PM
To: Collins, Linda; Lanzo, Paul
Cc: Donato, John; Ryan, Mary Jo; Childress, Beverley; Krneta Rogers, Nicole
Subject: I-13-4607 - Judlau Contracting, Inc. - Revised Disclosure Review, IPB# 22033507

Please be advised that I have reviewed all the disclosures submitted by Judlau and find them acceptable. Please prepare the IPB award notice for publication.

Vicky

Victoria Santiago, CPPO, CPPB | Sr. State Purchasing Officer
Chief Procurement Office- General Services

Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515

Cell: (312) 590-2894
Office: (630) 241-6800 ext. 2336



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-13-4607
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/idol/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.

W-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 (www.ilga.gov/legislation/ilcs/ilcs.asp).
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, 5/217.

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
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

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, shall 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, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal 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:

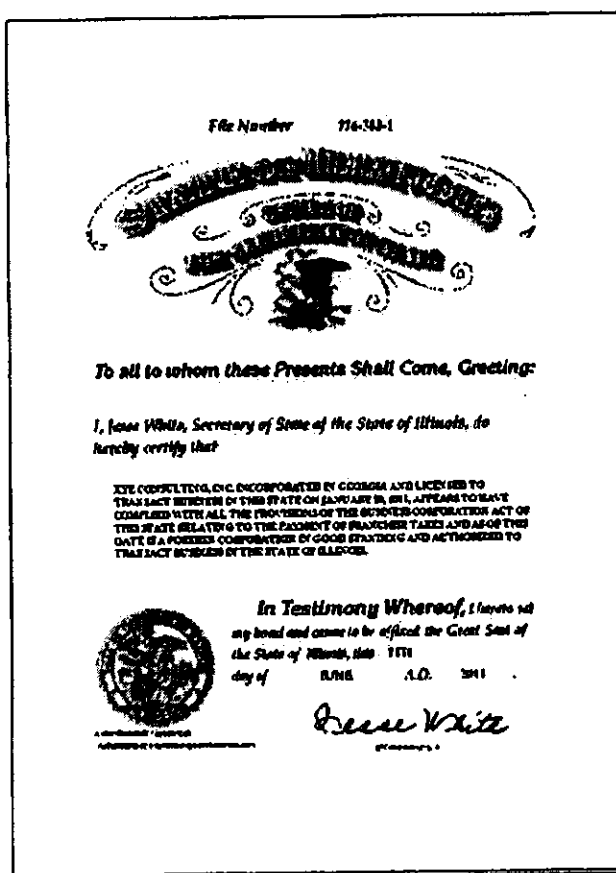
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. (http://cyberdriveillinois.com/departments/business_services/home.html). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby 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.



Authentication #: 1409802518

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of APRIL A.D. 2014 .

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT 88

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer 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 employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: 136582-00

Expiration Date: 02/10/2019

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
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 Ill. Adm. Code 750.210(a).
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.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
 - 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).
 - 6.2. Internet: Download the form from the Internet at (www.state.il.us/cms). In the Selling to Illinois area section.

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100,
Chicago, IL 60601.

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STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	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:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS CERTIFICATE**

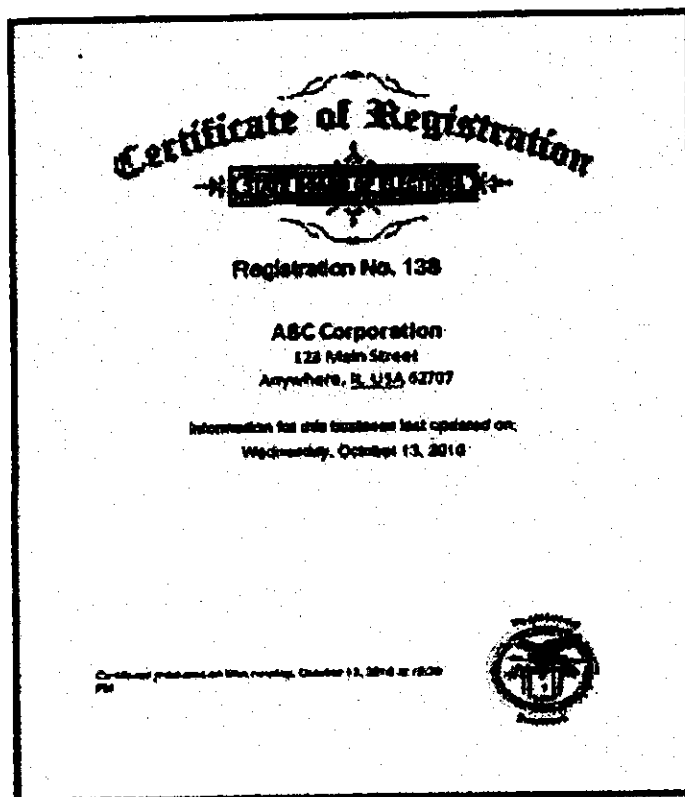
ATTACHMENT DD

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and 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 have contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

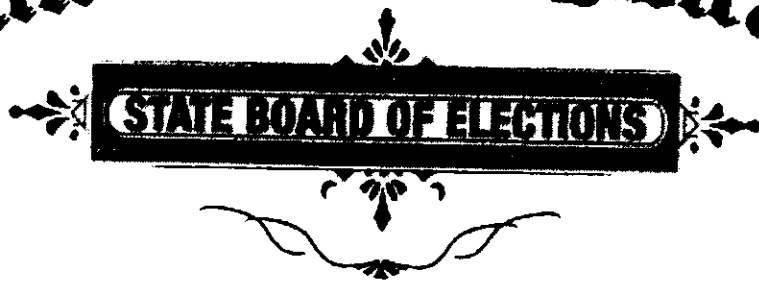
If required to register, please provide a copy of this certificate with the bid.

STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE



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Certificate of Registration



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
STANDARD CERTIFICATIONS**

ATTACHMENT EE

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.

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.

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.

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.
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. 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.
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 500/1.15.8, 20-43.

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.
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.
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.
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.
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)
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.
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.
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.
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.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

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.
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.
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.
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.
20. Drug Free Workplace
 - 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.
 - 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.
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.
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.
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.
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.
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.
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 or any child under the age of 12. 30 ILCS 584.
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.
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

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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.

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.
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.

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.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business 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 four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- 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 do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Name of Certifying Entity: Judlau Contracting, Inc.

Signature: 

Date: June 2, 2014

Printed Name: Ashok Patel

Title: President

Phone Number: 718-554-2320

Email Address: apatel@judlau.com

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**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Judlau Contracting, Inc.

Taxpayer Identification Number: [REDACTED]

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: June 2, 2014

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**Subcontractor Information/Delinquent Debt Review
Contractor/Consultant
Sub Contractor/Consultant
FEIN**

Date: June 2, 2014

Project Number: I-13-4607

Project Name: _____

DELINQUENT DEBT REVIEW

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, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: JUDCAN CONTRACTING, INC

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: ADMIN@JUDCAN.COM

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
- SEE ATTACHED -				

JUDCAN CONTRACTING, INC Print
Contractor/Consultant

ARWAN AMIN Date 6/3/2014

Sub-Contractor	Sub-Contractor FEIN	Address	General Type of work	Anticipated Amount to be Paid (to extent known)
Brown R Cartage		1020 East State Parkway, Schamburg, IL 60173	earthwork trucking	\$ 200,000.00
Truck King		4600 w 48th St, Chicago, IL 60632	earthwork trucking	\$ 368,015.64
Atlantic Painting		10019 Southwest Hwy, Oak Lawn, IL 60453	Painting	\$ 390,000.00
Acura		556 County Line Road, Bensonville, IL 600106	Concrete	\$ 5,678,430.00
Natural Creations		356 E. Bruce Street, Joliet, IL 60432	Landscaping	\$ 1,711,033.80
Thornton Rave Construction, LLC		929 E. Grove, Suite A, Bloomington, IL 61701	Pile Supply	\$ 368,015.64
Thornton Rave Construction, LLC		929 E. Grove, Suite A, Bloomington, IL 61701	Rebar	\$ 1,957,535.22
Electrical Resource Management		703 Childs St, Wheaton, IL 60187	Electrical Supply	\$ 105,750.44
Evergreen Supply Co.		9901 S. Torrence, Chicago, IL 60617	Electrical Supply	\$ 827,164.50
Midwest Electrical Co.		15550 S. Kedzie, Markham, IL 60420	Electrical Supply	\$ 454,520.00
Clausen		117 Stephen, Lemont, IL 60439	Rebar	\$ 1,160,280.13
J.Jasso Trucking		57125 Homer Ave, Chicago 60629	sewer trucking	\$ 1,250,000.00



**Substance Abuse Prevention
Program Certification
Public Act 95-0635**

Contract # I-13-4607 Today's Date 6-2-2014
Project Number: _____

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

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

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

W-20

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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal 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
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Road & Bridge Recon. Elgin O'hare Western Access Tollway Elgin Expwy (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9
Illinois Procurement Bulletin Number	22033507
Contract Number	I-13-4607
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Judlau Contracting, Inc.
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership) <input type="checkbox"/> Not-for-Profit Corporation <input type="checkbox"/> Trust Agreement (Beneficiary) <input type="checkbox"/> Other; Please describe

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 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

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
OHL, USA	780 Third Ave, NY NY 10017	50.1%	
Iovino Enterprises, LLC	26-15 Ulmer Street College Point, NY 11354	49.9%	

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	780 Third Ave., NY NY 10017	50.1%	
Iovino Enterprises, LLC	26-15 Ulmer Street College Point, NY 11354	49.9%	

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
Complete only if bid, offer, or contract has an annual value over \$25,000.
(Subcontractors with subcontract annual value of more than \$25,000 in 2006 only)

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

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

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% (\$354,824.00) 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? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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

W-25

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? 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 values.
 (Subcontractors with subcontract annual values 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 \$25,000)
(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: **Iovino Enterprises, LLC**

- 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 \$25,000)
(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. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 7

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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

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 \$25,000)
(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. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

*(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (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
See Attached
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 \$25,000)
 (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. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Road & Bridge Recon. Elgin O'hare Western Access Tollway Elgin Expressway (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9	Low Bidder	\$63,973,529.00	Contract # I-13-4607 Bulletin # 22033507

Please explain the procurement relationship: Bidder

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: Judlau Contracting, Inc.

Signature: _____

Date: June 2, 2014

Printed Name: Ashok Patel

Title: President

Phone Number: 718-554-2320

Email Address: apatel@judlau.com



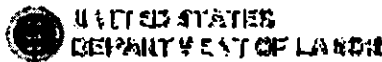
JUDLAU
OHL Group

Our response to Question 4 of the State of Illinois Chief Procurement Office's Financial Disclosures and Conflicts of Interest form lists all of the adverse administrative findings against the company in the last ten years. First, it lists all of the Citations and Notifications of Penalties issued by OSHA in the last ten years. All of the listed citations were settled before an administrative finding was reached. Nonetheless, in the interest of full disclosure, we decided to provide a complete list of our company's OSHA citations for the required period. Any penalties resulting from the settlements with OSHA have been paid in full and as a result there are no civil judgment against the company arising from these OSHA citations.

In addition to OSHA citations, our response lists every "ECB violation" the company has received in the last ten years. ECB stands for the New York City Environmental Control Board. It is the City agency that adjudicates and issues administrative findings for all notices of alleged violations issued by the City of New York's local civil enforcement agencies, such as the building, environmental, and transportation departments. These departments are authorized to enforce the City's local civil rules and regulations by issuing notices of violations and by assessing civil penalties in the event the ECB finds the responding company violated a local rule or regulation. Any civil penalties resulting from an ECB administrative finding that our company failed to comply with a local civil law or rule has been paid in full and as a result there are no civil judgments against the company arising from any ECB Violations.

26-16 Ulmer Street, College Point, NY 11354-1137
Phone: 718.554.2320
www.judlau.com

ISO 9001:2008 Registered Company, Equal Opportunity Employer



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Quick Link Reference

406862.015	315915801	31596252	31240077	00269274
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Case Status: **CLOSED**
 Inspection: 406862.015 - Judau Contracting Inc.

Inspection Information - Office Manhattan		
Nr: 406862.015	Report ID: 0215000	Open Date: 04/21/2012
Judau Contracting Inc. West Broadway and Chambers Street New York, NY 10012 Urban Status: NonUrban SIC: NAICS: 237100 Highway, Street, and Bridge Construction Mailing: 26-15 Union St, Flushing, NY 11354		
Inspection Type: Unprog Act Scope: Complete Ownership: Private Safety/Health: Safety Emphasis: L: Locating		Advanced Notice: N Close Conference: 04/21/2012 Close Case: 07/26/2013
Related Activity: Type: ID Safety Health Referral: 227948 Yes		

Case Status: **CLOSED**

	Violation Summary					Total
	Surface	With	Proposed	Other	Penalty	
Initial Violations	1					1
Current Violations				1		1
Initial Penalties	4000					4000
Current Penalties				2500		2500
FTA Amount						

Violation Items										
#	ID	Type	Standard	Inspection	Abate	Corr	Init	FTA	Contact	LastEvent
1	01001	Other	19280251	702	04/01/2012	\$2500	\$4000	\$0		I - Informal Settlement

Inspection: 315915801 - Dragados Usa - Judau Jr

Inspection Information - Office Manhattan		
Nr: 315915801	Report ID: 0215000	Open Date: 02/14/2011
Dragados Usa - Judau Jr Eyebold Access Tunnel Proj. New York, NY 10017 Urban Status: Urban SIC: 1622/0400 Bridge, Tunnel, and Elevated Highway Construction NAICS: 237990/0000 Other Heavy and Civil Engineering Construction Mailing: 3 E. 40th St, 4B, New York, NY 10017, NY 10017		
Inspection Type: Referral Scope: Complete Ownership: Private Safety/Health: Safety Emphasis: L: Fall, S: Fall From Height		Advanced Notice: N Close Conference: 02/14/2011 Close Case: 01/29/2013
Related Activity: Type: ID Safety Health Referral: 202605824 Yes		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	9			4		13
Current Violations	1			4		5
Initial Penalty	39000			14000		53000
Current Penalty	7000			12000		19000
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr#	Inf#	Fta#	Contest	LastEvent
Deleted 1.	01001	Serious	19260620 B02	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012 F - Formal Settlement	
2.	01002	Other	19260350 A09	03/21/2012	04/02/2012	\$4000	\$4000	\$0	04/10/2012 F - Formal Settlement	
Deleted 3.	01003	Serious	19260404 B01 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012 F - Formal Settlement	
4.	01004	Other	19260404 F06	03/21/2012	04/02/2012	\$0	\$0	\$0	04/10/2012 F - Formal Settlement	
Deleted 5.	01005	Serious	19260451 F01	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012 F - Formal Settlement	
Deleted 6.	01006	Serious	19260701 B	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012 F - Formal Settlement	
Deleted 7.	01007	Serious	19260800 O	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012 F - Formal Settlement	
Deleted 8.	01008	Serious	19260800 F05	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012 F - Formal Settlement	
9.	01009	Other	19260800 B03 II	03/21/2012	04/02/2012	\$0	\$5000	\$0	04/10/2012 F - Formal Settlement	
Deleted 10.	01010	Serious	19260800 R13 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012 F - Formal Settlement	
11.	01011	Serious	19260800 R14	03/21/2012	04/02/2012	\$7000	\$7000	\$0	04/10/2012 F - Formal Settlement	
12.	01012	Other	19261053 A20 III	03/21/2012	04/02/2012	\$3000	\$3000	\$0	04/10/2012 F - Formal Settlement	
13.	01013	Other	19260404 B01 I	03/21/2012	04/02/2012	\$5000	\$5000	\$0	04/10/2012 F - Formal Settlement	

Inspection: 313065757 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan		
Nr: 313065757	Report ID: 0215000	Open Date: 04/02/2009
Judlau Contracting Inc. 17 State Street (South Ferry Terminal Project) New York, NY 10004		
SIC: 1542/General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses		Union Status: Union
NAICS: 236220/Commercial and Institutional Building Construction		
Mailing: 26-15 Ulmer Street, College Point, NY 11354		
Inspection Type: Unprog Ref		
Scope: Complete	Advanced Notice: N	
Ownership: Private	Close Conference: 04/02/2009	
Safety/Health: Safety	Close Case: 09/14/2009	
Planning Guide: Safety-Construction		
Emphasis: L:Fall,S:Fall From Height		
Related Activity: Type <input type="checkbox"/> Safety <input type="checkbox"/> Health <input type="checkbox"/>		
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#	Inf#	Fta#	Contest	LastEvent
L.	01001	Serious	19260251 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

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 hoisting the pipes up the shaft until they could be grabbed. After hoisting the pipes for approximately one hour, removing at least seven pipes, one of the pipes being hoisted came loose,

while mid 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 and handling, rack

Inspector	Degree	Reason	Occupation
11326252	Hospitalized Injury	Other	Occupation not reported

Inspection 31240627 - Judice Contracting Inc.

Inspection Information - Office Manhattan		
No: 31240627	Report ID: 0213008	Open Date: 07/27/2008
Judice 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: 20-15 Linder Street, College Point, NY 11354		
Inspection Type: Referral Scope: Complete Ownership: Private Safety/Health: Safety		Advanced Notice: N Class Conference: 07/22/2008 Class Code: 01/14/2008
Related Activity Type: ID Safety Health Referral: 200649430 Yes		

	Violation Summary			
	Current	Initial	Open	Total
Initial Violations	2		1	3
Current Violations	2		1	3
Initial Penalties	2700		1350	4050
Current Penalties	3025		1350	4375
FTA Amount				

Violation Data										
#	ID	Type	Standard	Severity	Abate	Class	Ref	Pen	Contact	Last/Print
1	0213008	Service	1903.10(a)	12/07/2008	12/07/2008	10003	13500	10		1 - Informed Settlement
2	0213008	Service	1903.10(a)	08/12/2008	12/07/2008	10003	13500	10		1 - Informed Settlement
3	0213008	Other	1903.10(a)	12/07/2008	12/17/2008	10003	13500	10		1 - Informed Settlement

Inspection 207609124 - Judice Contracting, Inc.

Inspection Information - Office Troyden		
No: 207609124	Report ID: 0216882	Open Date: 06/04/2009
Judice Contracting, Inc. Brewster and White Plains Road Bronx, NY 10463		Union Status: Union
SIC: 1799/Special Trade Contractors, Not Elsewhere Classified NAICS: 236220/Commercial and Institutional Building Construction Mailing: 20-15 Linder St., College Pt., NY 11354		
Inspection Type: Prog Referral Scope: Complete Ownership: Private Safety/Health: Health Planning/Other: Health Construction Employee: N/A and N/A and		Advanced Notice: N Class Conference: 07/13/2009 Class Code: 02/16/2009
Related Activity Type: ID Safety Health Referral: 20022447 Yes		

	Violation Summary			
	Current	Initial	Open	Total
Initial Violations	2		1	3
Current Violations	2		1	3
Initial Penalties	3375		1350	4725
Current Penalties	2700		1350	4050
FTA Amount				

Violation Items										
#	ID	Type	Standard	Sequence	Alerts	Cur#	Int#	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 IX	08/24/2004	08/17/2004	\$0	\$0	\$0		I - Informal Settlement
3.	01002A	Serious	19260062 G01 I	08/24/2004	09/17/2004	\$1300	\$1075	\$0		I - Informal Settlement
4.	01002B	Serious	19260062 G05 II	08/24/2004	09/17/2004	\$0	\$0	\$0		I - Informal Settlement
5.	02001	Other	19260062 N01 IID	08/24/2004	08/27/2004	\$0	\$0	\$0		I - Informal Settlement

Inspection: 387698250 - Judew Contracting, Inc.

Inspection Information - Office: Terrytown		
Nr: 387698250	Report ID: 0216000	Open Date: 05/17/2004
Judew Contracting, Inc. Brookdale And White Plains Road Bronx, NY 10463 Union Station Union		
SIC: 1522/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	Advanced Notice: N	
Ownership: Private	Close Conference: 02/02/2004	
Safety/Health: Safety	Close Date: 09/30/2004	
Planning Code: Safety-Construction		
Emphasis: L-Fall,MS, and S-Apprentices		

	Violation Summary					Total
	Serious	Other	Repeat	Other	Unchecked	
Initial Violations	4					4
Current Violations	4					4
Initial Penalty	13500					13500
Current Penalty	10125					10125
FTA Assessed						

Violation Items										
#	ID	Type	Standard	Sequence	Alerts	Cur#	Int#	Pen#	Contact	LastEvent
1.	01001	Serious	19260025 A	08/05/2004	08/10/2004	\$1931	\$2250	\$0		I - Informal Settlement
2.	01002	Serious	19260034 C	08/05/2004	08/10/2004	\$1931	\$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 001	08/05/2004	08/10/2004	\$3131	\$4500	\$0		I - Informal Settlement

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTY: 877-888-3627
www.OSHA.gov

Ticket/Charge/Plate	TicketID	Job	Ticket Number	Violation	Date of Violation	Penalty/Imposed	Ticket Status
ECB VIOLATION	JCS-04-003	25-04	162042358	FAILURE TO POST WARNING SIGNS IN ROADWAY	12/6/2007 0:00	1200	Paid And Closed
ECB VIOLATION	JCMD-01-004	MD-01	168040263	ROADWAY CLOSED TO VEHICULAR TRAFFIC WITHOUT A VALID DOT PERMIT	9/26/2011 0:00	1800	Paid And Closed
ECB VIOLATION	JCS-04-020	30-04	168717940	LOADING AND UNLOADING OF DUMPTRUCK PARKED ADJACENT TO WORKSITE	8/7/2013 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-04-021	30-04	168717909	LOADING AND UNLOADING IN A PROHIBITED ZONE	9/22/2013 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-04-015	30-04	170233214	FAILURE TO DISPLAY REQUIRED SIGNS AT WORKSITE	2/9/2012 0:00	1300	Dismissed
ECB VIOLATION	JCS-05-002	28-05	171038794	LARGE ACCUMULATION OF DEBRIS ON STREET	8/7/2009 0:00	100	Paid And Closed
ECB VIOLATION	JCS-01-004	28-01	172032177	VEHICLES PARKED ON SIDEWALK IN WORK AREA	10/20/2010 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-01-003	28-01	177032184	VIOLING BEFORE ALLOWED START TIME OF 9AM	10/20/2010 0:00	1300	Paid And Closed
ECB VIOLATION	JCMD-03-003	MD-01	177032320	STEEL PLATES CONSTRUCTION MATERIALS STORED ON ROADWAY W/ NO VALID PERMITS	11/2/2010 0:00	750	Dismissed
ECB VIOLATION	JCS-04-001	25-04	177219287	FAILURE TO HAVE CONSTRUCTION INFORMATION SIGNS POS	2/6/2010 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-04-002	25-04	177032609	STORAGE CONTAINERS ON STREET WITHOUT PERMIT	10/21/2010 0:00	2400	Paid And Closed
ECB VIOLATION	JCS-04-001	26-04	177032311	FAILURE TO COMPLY WITH PERMIT (OCCUPY ONLY # OF #)	9/23/2010 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-03-001	28-03	177477014	CONTAINERS ON ROADWAY STORING CONSTRUCTION MATERIALS	8/24/2010 0:00	750	Paid And Closed
ECB VIOLATION	JCMD-03-002	MD-01	177001195	FAILURE TO PROPERLY PUT REBARLES OUT FOR COLLECT	9/14/2010 0:00	25	Dismissed
ECB VIOLATION	JCS-04-008	30-04	178878963	CLOSED ROADWAY WITHOUT PERMIT	11/19/2010 0:00	1800	Paid And Closed
ECB VIOLATION	JCS-04-005	30-04	178883074	NON COMMERCIAL VEHICLES PARKED ON SIDEWALK OR WORK ZONE	12/16/2010 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-04-029	30-04	179032697	TEMP CONSTRUCTION SIGN W/O PERMIT	2/2/2011 0:00	150	Paid And Closed
ECB VIOLATION	JCS-04-012	30-04	179058642	NON-COMMERCIAL VEHICLE PARKED IN WORK AREA	2/24/2011 0:00	1300	Dismissed
ECB VIOLATION	JCS-04-007	30-04	179046023	NO PROTECTION UNDER REFUSE CONTAINER	12/9/2010 0:00	350	Paid And Closed
ECB VIOLATION	JCS-01-001	30-01	179080014	FAILED TO COMPLY WITH STIP 023 - TO MAINTAIN ONE 11 FOOT LANE FOR TRAFFIC	3/18/2011 0:00	1300	Paid And Closed
ECB VIOLATION	JCS-03-004	28-03	179200188	STORAGE CONTAINERS WITHOUT WARNING SIGNS	3/7/2011 0:00	1200	Paid And Closed
ECB VIOLATION	JCS-03-002	28-03	179200192	STORAGE CONTAINER WITHOUT REFLECTIVE PAINT	3/7/2011 0:00	750	Paid And Closed
ECB VIOLATION	JCS-03-005	28-03	179200247	CONSTRUCTION SHANTY ON ROADWAY WITHOUT PERMIT	3/7/2011 0:00	150	Paid And Closed
ECB VIOLATION	JCS-03-003	28-03	179200266	CONSTRUCTION SHANTY WITHOUT STREET PROTECTION	3/7/2011 0:00	250	Paid And Closed
ECB VIOLATION	JCS-03-002	30-03	179200266	MINIMUM 2 LANES (30 FT WIDE EACH) MUST BE OPEN AT ALL TIMES. 1 LANE ONLY OPEN AT TIME OF INSPECTION	5/7/2011 0:00	1200	Paid And Closed

ECB VIOLATION	ICB-08-003	30-08	179830460	PERMIT	BACK HOLE STORED ON PORTION OF ROADWAY W/O	5/18/2013 0900	250	Paid And Closed
ECB VIOLATION	ICB-08-001	30-08	179831520	CONSTRUCTION EQUIPMENT ON ROADWAY WITH NO	CONSTRUCTION EQUIPMENT ON ROADWAY WITH NO	5/18/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-002	30-04	179840226	LOADINGS IN LANE ADJACENT TO WORKSITE IN	LOADINGS IN LANE ADJACENT TO WORKSITE IN	1/25/2013 0900	1200	Paid And Closed
ECB VIOLATION	ICB-08-011	30-04	179847048	NON-COMMERCIAL VEHICLE PARKED IN WORK AREA	NON-COMMERCIAL VEHICLE PARKED IN WORK AREA	2/22/2013 0900	1300	Dismissed
ECB VIOLATION	ICB-08-004	30-08	179850350	NO WARNING SIGNS AT JOB SITE	NO WARNING SIGNS AT JOB SITE	7/6/2013 0900	1800	Paid And Closed
ECB VIOLATION	ICB-08-005	30-08	179850360	WORKING ON JOB SITE WITHOUT A PERMIT	WORKING ON JOB SITE WITHOUT A PERMIT	7/6/2013 0900	80	Paid And Closed
ECB VIOLATION	ICB-08-006	30-09	179860559	OPENING STREET WITHOUT PERMIT, NO DOT	OPENING STREET WITHOUT PERMIT, NO DOT	7/15/2013 0900	1500	Paid And Closed
ECB VIOLATION	ICB-08-007	28-08	179860774	MARKEE & CONSTRUCTION SIGNATURE ON ROADWAY 5	MARKEE & CONSTRUCTION SIGNATURE ON ROADWAY 5	7/15/2013 0900	1500	Paid And Closed
ECB VIOLATION	ICB-08-008	28-08	179860783	POSTED	POSTED	7/15/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-009	28-08	179860792	PROTECTION	PROTECTION	7/15/2013 0900	350	Paid And Closed
ECB VIOLATION	ICB-08-009	28-08	179860792	BARRELS ON ROADWAY WITHOUT PROPER REFLECTIVE	BARRELS ON ROADWAY WITHOUT PROPER REFLECTIVE	7/15/2013 0900	250	Paid And Closed
ECB VIOLATION	ICB-08-009	28-08	179860801	3 MOBILE STORAGE CONTAINERS NOT PROPERLY	3 MOBILE STORAGE CONTAINERS NOT PROPERLY	7/16/2013 0900	400	Paid And Closed
ECB VIOLATION	ICB-08-008	30-04	180114575	NON-COMMERCIAL PRIVATE VEHICLE PARKED IN	NON-COMMERCIAL PRIVATE VEHICLE PARKED IN	12/13/2013 0900	1300	Dismissed
ECB VIOLATION	ICB-08-008	30-08	180131748	CONSTRUCTING THE RISE WITHOUT	CONSTRUCTING THE RISE WITHOUT	2/7/2013 0900	500	Paid And Closed
ECB VIOLATION	ICB-08-017	30-04	180479480	NO SIGNS DISPLAYING TELEPHONE NUMBER FOR	NO SIGNS DISPLAYING TELEPHONE NUMBER FOR	2/11/2013 0900	250	Paid And Closed
ECB VIOLATION	ICB-08-007	30-08	180844544	FAILING TO POST CONSTRUCTION INFORMATION SIGN	FAILING TO POST CONSTRUCTION INFORMATION SIGN	10/27/2013 0900	1300	Dismissed
ECB VIOLATION	ICB-08-008	30-08	181884063	FAILING TO POST ONE SIGN AT WORKSITE	FAILING TO POST ONE SIGN AT WORKSITE	2/6/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-019	30-04	182008724	LOADING AND UNLOADING IN A PROHIBITED ZONE	LOADING AND UNLOADING IN A PROHIBITED ZONE	2/27/2013 0900	1300	Dismissed
ECB VIOLATION	ICB-08-008	30-04	182111154	30 YARD CONTAINER ON ROADWAY WITHOUT VALID	30 YARD CONTAINER ON ROADWAY WITHOUT VALID	2/28/2013 0900	750	Dismissed
ECB VIOLATION	ICB-08-010	30-08	182116649	FAILING TO MAINTAIN 3 LANES FOR TRAFFIC	FAILING TO MAINTAIN 3 LANES FOR TRAFFIC	2/19/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-011	30-08	182120876	OPENING STREET WITHOUT VALID PERMIT	OPENING STREET WITHOUT VALID PERMIT	6/9/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-000	30-08	182131888	NON-COMMERCIAL VEHICLE PARKED IN THE	NON-COMMERCIAL VEHICLE PARKED IN THE	2/23/2013 0900	1300	Hearing Pending
ECB VIOLATION	ICB-08-015	30-08	182148748	FAILING TO POST ONE SIGN	FAILING TO POST ONE SIGN	7/9/2013 0900	1300	Payment Pending
ECB VIOLATION	ICB-08-015	30-08	182248770	CONCRETE BARRELS STORED ON ROADWAY WITHOUT	CONCRETE BARRELS STORED ON ROADWAY WITHOUT	7/9/2013 0900	250	Payment Pending
ECB VIOLATION	ICB-08-012	30-08	182385402	HERSEY BARRELS WITHOUT REFLECTIVE MARKERS	HERSEY BARRELS WITHOUT REFLECTIVE MARKERS	7/20/2013 0900	750	Payment Pending
ECB VIOLATION	ICB-08-013	30-08	182385411	ONE SIGN NOT POSTED AT WORKSITE	ONE SIGN NOT POSTED AT WORKSITE	7/20/2013 0900	1300	Payment Pending
ECB VIOLATION	ICB-08-015	30-08	182548202	INSTALLATION OF ARROW BOARD WITHOUT PERMIT	INSTALLATION OF ARROW BOARD WITHOUT PERMIT	10/5/2013 0900	750	Dismissed
ECB VIOLATION	ICB-08-017	30-08	182648111	SIDEWALK WITHOUT PERMIT	SIDEWALK WITHOUT PERMIT	10/5/2013 0900	1300	Paid And Closed
ECB VIOLATION	ICB-08-018	30-08	182648130	CHAIN LINK FENCE ON HERSEY BARRELS WITHOUT	CHAIN LINK FENCE ON HERSEY BARRELS WITHOUT	10/9/2013 0900	750	Dismissed

ECB VIOLATION	JCB-09-018	30-09	18272819	FAILURE TO MAINTAIN CONCRETE JERSEY BARRIERS	30/24/2013 0700	1200	Dismissed
ECB VIOLATION	JCB-09-021	30-09	182795425	MATERIAL STORED IN ROADWAY HIGHER THAN 5 FEET	3/24/2014 0300	500	Hearing Pending
ECB VIOLATION	JCB-09-022	30-09	182795426	FAILURE TO COUNTERSINK STEEL PLATES IN ROADWAY	3/24/2014 0300	250	Hearing Pending
ECB VIOLATION	JCB-09-023	30-09	18404885	FAILURE TO ACCESS 3 STEEL PLATES AFTER 3 WORKING DAYS	2/19/2014 0300	250	Hearing Pending
ECB VIOLATION	JCB-09-024	30-09	18404886	FAILURE TO ACCESS 3 STEEL PLATES AFTER 3 WORKING DAYS	2/19/2014 0300	250	Hearing Pending
ECB VIOLATION	JCB-09-025	30-09	18404887	FAILURE TO HAVE A PERMIT FOR CHAIN LINK FENCE	2/13/2014 0300	1200	Hearing Pending
ECB VIOLATION	JCB-09-026	30-09	18404888	FAILURE TO HAVE PERMIT FOR JERSEY BARRIERS IN ROADWAY	2/13/2014 0300	1200	Hearing Pending
ECB VIOLATION	JCB-09-027	30-09	18404889	SPILLAGE OF MATERIAL ON EQUIPMENT WITHOUT PERMIT	2/13/2014 0300	1200	Hearing Pending
ECB VIOLATION	JCB-09-028	30-09	18404890	SPILLAGE OF MATERIAL ON EQUIPMENT WITHOUT PERMIT	2/13/2014 0300	1200	Hearing Pending
ECB VIOLATION	JCB-09-029	30-09	18404891	WORKING BEFORE 7AM	6/9/2013 0200	3500	Paid And Closed
ECB VIOLATION	JCB-09-030	30-09	18404892	VEHICLE IDLING FOR MORE THAN 3 MINUTES	6/9/2013 0200	350	Paid And Closed
ECB VIOLATION	JCB-09-031	30-09	18404893	CONSTRUCTION BEFORE 7AM	6/9/2013 0200	1400	Paid And Closed
ECB VIOLATION	JCB-09-032	30-09	18404894	CONSTRUCTION BEFORE 7AM	6/9/2013 0200	1400	Paid And Closed
ECB VIOLATION	JCB-09-033	30-09	18404895	NO HOSE MITIGATION PLAN / FAILURE TO HAVE PLAN	7/9/2013 0200	1400	Dismissed
ECB VIOLATION	JCB-09-034	30-09	18404896	AU	8/21/2013 0200	1815	Paid And Closed
ECB VIOLATION	JCB-09-035	30-09	18404897	PERMITS FOR POLLUTANT MATTER FROM MICHIGAN AIR-BOLINE	7/26/2013 0200	3400	Paid And Closed
ECB VIOLATION	JCB-09-036	30-09	18404898	REQUIRE CERTIFICATE OF COMPLIANCE	8/15/2013 0200	5000	Dismissed
ECB VIOLATION	JCB-09-037	30-09	18404899	PORTABLE FIRE EXTINGUISHER AND FIRE HOSES AT WORK SHOP	8/15/2013 0200	5000	Dismissed
ECB VIOLATION	JCB-09-038	30-09	18404900		1/26/2013 0200	5000	Dismissed

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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal 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) Requested By the SPO
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Road & Bridge Recon. Elgin O'Hare western access tollway Elgin Expwy (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9
Illinois Procurement Bulletin Number	22033507
Contract Number	I-13-4607
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Iovino Enterprises, LLC
Disclosing Entity's Parent Entity	None
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC) If you selected Other, please describe:

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 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST ON BOARD OF DIRECTORS

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
Thomas Iovino	26-15 Ulmer St., College Point, NY 11354	62.4%	
Iovino Family Irrevocable Trust of 2011	26-15 Ulmer St., College Point, NY 11354	17.6%	
Judith M. Iovino 2012 Irrevocable Trust	26-15 Ulmer St., College Point, NY 11354	17.6%	
See attachment for trust beneficiaries			

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
Thomas Iovino	26-15 Ulmer St., College Point, NY 11354	62.4%	
Iovino Family Irrevocable Trust of 2011	26-15 Ulmer St., College Point, NY 11354	17.6%	
Judith M. Iovino 2012 Irrevocable Trust	26-15 Ulmer St., College Point, NY 11354	17.6%	
See attachment for trust beneficiaries			

Page W-10 Step 2: Table X and Y

The Beneficiaries of the lovino Family Irrevocable Trust of 2011, are the descendants of Thomas and Judith lovino. There currently are 6 descendants:

Thomas lovino

Judith lovino

Lauren lovino

Michael lovino

Stafford Lee Dawson

Juliette lovino-

The Beneficiaries of the Judith M. lovino 2012 Irrevocable Trusts, are Thomas lovino and the descendants of Judith & Thomas lovino. There currently are 6 descendants of Judith and Thomas lovino

Thomas lovino

Judith lovino-

Lauren lovino

Michael lovino

Stafford Lee Dawson-

Juliette lovino-

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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

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

**STEP 4
PROHIBITED CONFLICTS OF INTEREST**

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:

Thomas Iovino, Judith Iovino, Lauren Iovino, Michael Iovino

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% (\$354,824.00) 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? Yes No

**STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

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:

Thomas Iovino, Judith Iovino, Lauren Iovino, Michael Iovino

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

- 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? 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

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:

Thomas Iovino, Judith Iovino, Lauren Iovino, Michael Iovino, Iovino Enterprises, LLC

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

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. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:



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: Iovino Enterprises, LLC

Signature: _____



Date: July 17, 2014

Printed Name: Cesar Pereira

Title: Officer

Phone Number: 718-554-2320

Email Address: cpereira@judlau.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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal 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) Requested By the SPO
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Road & Bridge Recon. Elgin O'Hare western access tollway Elgin Expwy (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9
Illinois Procurement Bulletin Number	22033507
Contract Number	I-13-4607
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	None
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation) If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

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
Obrescon Huerta Len Construccion Internacional, S.L.U.		100%	

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
Obrescon Huerta Len Construccion Internacional, S.L.U.		100%	

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

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:

Entity Name:

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% (\$354,824.00) 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? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
 (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:

Entity Name:

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

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? 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 \$25,000)
 (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 \$25,000)
 (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. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

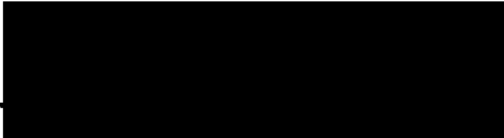
STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of 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: OHL USA, Inc.

Signature: _____



Date: July 8, 2014

Printed Name: Miren Sotomayor Gurruchaga

Title: Secretary

Phone Number: 212-201-5885

Email Address: msotomayor@ohlusa.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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal 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) *Provided in response to PMO's request. Obrascon Huarte Lain Construcción Internacional, S.L.U. owns 100% of OHL USA Inc. which in turn owns 50.1% of Vendor.*
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Road & Bridge Recon. Elgin O'Hare western access tollway Elgin Expwy (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9
Illinois Procurement Bulletin Number	22033507
Contract Number	I-13-4807
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Obrascon Huarte Lain Construcción Internacional, S.L.U.
Disclosing Entity's Parent Entity	Obrascon Huarte Lain, S.A.
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Other Foreign Company if you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

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
Obrascon Huarte Lain, S.A.	[REDACTED]	100%	

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, S.A.	[REDACTED]	100%	

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (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

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

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% (\$354,824.00) 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? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

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

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? 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

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 Construcción Internacional, S.L.U. and 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.

Please see attached explanation of response to question 4.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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?

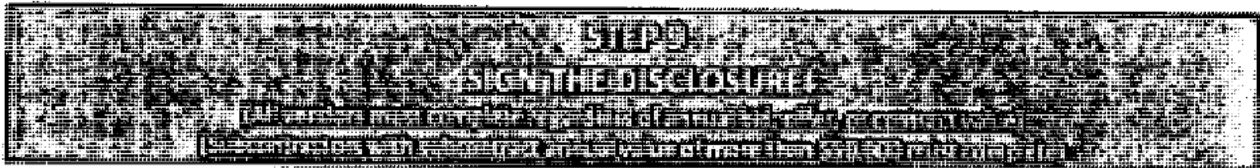
Yes No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #


Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:



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 Construccion Internacional, S.L.U.**

Signature: 

Date: 7/15/14

Printed Name: Francisco Marin Andres

Title: President

Phone Number: +3491 348 73 04

Email Address: Fmarin@ohl.es

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?

In April 2014 the Technology and Construction Court of the Queens Bench Division in London ruled that Obrascon Huarte Lain, S.A. failed to timely complete a contract it entered into with the Government of Gibraltar for construction of a tunnel at Gibraltar Airport. The Court's discussion focused mainly on whether the presence of contamination in the subsurface and groundwater levels that occurred during the tunnel work was foreseeable, and whether delays in completion of the work were justified. The judgment is subject to appeal and Obrascon Huarte Lain, S.A. is currently exploring the possibility of an appeal. However, the Court's decision has not impacted Obrascon Huarte Lain, S.A.'s ability to bid on future opportunities with the Government of Gibraltar.

In addition to the aforementioned decision and as with most construction companies, there may be other minor adverse civil judgments and administrative findings against Obrascon Huarte Lain, S.A. in the ordinary course of its operations, none of which prevent Obrascon Huarte Lain, S.A. from being able to comply with its contractual obligations or undertake new projects.

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, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal 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)~~ *Provided in response to PMO's request. Obrascon Huarte Lain, S.A. owns 100% of obrascon huarte Lain construccion Internacional, SLL, which in turn owns 100% of OHL USA, Inc which in turn owns 60.1% of Vendor.*
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Road & Bridge Recon. Elgin O'Hare western access tollway Elgin Expwy (IL RTE 390) at I-290 Interchange Mile Post 12.0 to Milepost 12.9
Illinois Procurement Bulletin Number	22033507
Contract Number	I-13-4607
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	
Disclosing Entity	Obrascon Huarte Lain, S.A.
Disclosing Entity's Parent Entity	
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Other Publicly Traded Foreign Company If you selected Other, please describe:

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation 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, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 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.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS

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

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

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

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (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

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

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% (\$354,824.00) 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? Yes No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (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

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? 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

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

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.

Please see attached explanation of response to question 4.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(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?

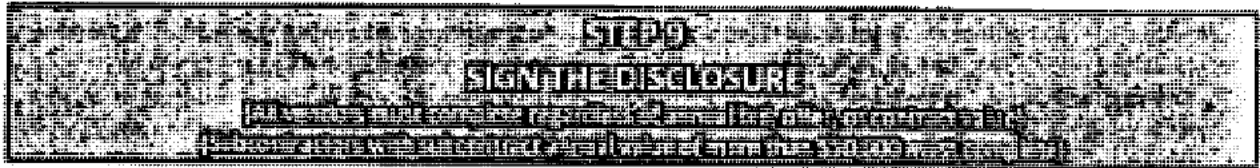
Yes No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:



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: Obrascón Huarte Lain, S.A.

Signature: 

Date: 7/15/14

Printed Name: Francisco Marin Andres

Title: President of OHL Construction Division

Phone Number: +34 91 348 73 04

Email Address: Fmarin@ohl.es

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.

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/litaa). 30 ILCS 587.
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.

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.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business 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 four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- 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 do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Name of Certifying Entity: Judlau Contracting, Inc.

Signature: 

Date: June 2, 2014

Printed Name: Ashok Patel

Title: President

Phone Number: 714-554-2320

Email Address: apatel@judlau.com

W-17

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Judlau Contracting, Inc.

Taxpayer Identification Number: [REDACTED]

Social Security Number: [REDACTED]

or

Employer Identification Number :

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: June 2, 2014

W-18



**Subcontractor Information/Delinquent Debt Review
Contractor/Consultant
Sub Contractor/Consultant
FEIN**

Date: June 2, 2014

Project Number: I-13-4607

Project Name: _____

DELINQUENT DEBT REVIEW

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, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: JUDLAN CONTRACTING, INC

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: ADMIN@JUDLAN.COM

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
<u>- SEE ATTACHED -</u>				

JUDLAN CONTRACTING, INC Print
Contractor/Consultant

ARWAN AMIN Date 6/3/2014

Sub-Contractor	Sub-Contractor FEIN	Address	General Type of work	Anticipated Amount to be Paid (to extent known)
Brown R Cartage		1020 East State Parkway, Schamburg, IL 60173	earthwork trucking	\$ 200,000.00
Truck King		4600 w 48th St, Chicago, IL 60632	earthwork trucking	\$ 368,015.64
Atlantic Painting		10019 Southwest Hwy, Oak Lawn, IL 60453	Painting	\$ 390,000.00
Acura		556 County Line Road, Bensonville, IL 600106	Concrete	\$ 5,678,430.00
Natural Creations		356 E. Bruce Street, Joliet, IL 60432	Landscaping	\$ 1,711,033.80
Thornton Rave Construction, LLC		929 E. Grove, Suite A, Bloomington, IL 61701	Pile Supply	\$ 368,015.64
Thornton Rave Construction, LLC		929 E. Grove, Suite A, Bloomington, IL 61701	Rebar	\$ 1,957,535.22
Electrical Resource Management		703 Childs St, Wheaton, IL 60187	Electrical Supply	\$ 105,750.44
Evergreen Supply Co.		9901 S. Torrence, Chicago, IL 60617	Electrical Supply	\$ 827,164.50
Midwest Electrical Co.		15550 S. Kedzie, Markham, IL 60420	Electrical Supply	\$ 454,520.00
Clausen		117 Stephen, Lemont, IL 60439	Rebar	\$ 1,160,280.13
JJasso Trucking		57125 Homer Ave, Chicago 60629	sewer trucking	\$ 1,250,000.00

Sudam Contracting, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:52 06/04/14

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/04/14 AT 14:57 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	JUDLAU CONTRACTING, INC. ✓	File Number	69030335
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/17/2013	State	NEW YORK
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	07/17/2013
Agent Street Address	801 ADLAI STEVENSON DRIVE	President Name & Address	ASHOK PATEL 26-15 ULMER ST COLLEGE POINT NEW YORK 11354
Agent City	SPRINGFIELD	Secretary Name & Address	FRANK CARA 26-15 ULMER ST COLLEGE POINT NEW YORK 11354
Agent Zip	62703	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2014

[Return to the Search Screen](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

Brown R. Cartage

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:52 06/04/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/04/14 AT 14:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	BROWN R CARTAGE COMPANY ✓	File Number	63679259
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/20/2004	State	ILLINOIS
Agent Name	JORGE ALBERTO BONILLA	Agent Change Date	03/12/2014
Agent Street Address	1020 E STATE PKWY	President Name & Address	JORGE A BONILLA 9N760 OLD MILLCOURT ELGIN IL 60124
Agent City	SCHAUMBURG	Secretary Name & Address	JORGE A BONILLA 9N760 OLD MILLCOURT ELGIN IL 60124
Agent Zip	60173	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2014
Assumed Name	ACTIVE - TRAFFIC SOLUTIONS ACTIVE - BROWN R CARTAGE CO.		

[Return to the Search Screen](#)

(One Certificate per Transaction)

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Trucking^{King}Hauling Contractors, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:52 06/04/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/04/14 AT 14:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	TRUCK KING HAULING CONTRACTORS, INC. ✓	File Number	62252758
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/12/2002	State	ILLINOIS
Agent Name	NIKI MARTINIC	Agent Change Date	06/12/2002
Agent Street Address	4658 S CUSTER AVE	President Name & Address	JESUS SAUZAMEDA 1834 S 61ST AVE CICERO 60804
Agent City	BROOKFIELD	Secretary Name & Address	NIKI MARTINIC 4658 S CUSTER BROOKFIELD 60513
Agent Zip	60513	Duration Date	PERPETUAL
Annual Report Filing Date	05/23/2014	For Year	2014

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Atlantic Painting Co. Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:52 06/04/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/04/14 AT 14:57 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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CORPORATION FILE DETAIL REPORT

Entity Name	ATLANTIC PAINTING CO., INC.	File Number	55782694
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/11/1989	State	ILLINOIS
Agent Name	ROZINA J KARNAVAS	Agent Change Date	12/11/1989
Agent Street Address	10019 SOUTHWEST HWY	President Name & Address	ROZINA KARNAVAS 12551 S MASON ALSIP 60803
Agent City	OAK LAWN	Secretary Name & Address	NICKI JANIS VESSOL 10300 S LONG OAKLAWN 60453
Agent Zip	60453	Duration Date	PERPETUAL
Annual Report Filing Date	11/15/2013	For Year	2013
Old Corp Name	10/30/1997 - ATLANTIC PAINTING CO.		

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Acura, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:52 06/04/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/04/14 AT 14:58 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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CORPORATION FILE DETAIL REPORT

Entity Name	ACURA INC. ✓	File Number	60198125
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/02/1998	State	ILLINOIS
Agent Name	DOMENICO DIGIOIA	Agent Change Date	10/27/2005
Agent Street Address	558 COUNTY LINE RD	President Name & Address	DOMENICO DIGIOIA 558 COUNTY LINE RD BENSENVILLE 60106
Agent City	BENSENVILLE	Secretary Name & Address	DOMENICO DIGIOIA 558 COUNTY LINE RD BENSENVILLE 60106
Agent Zip	60106	Duration Date	PERPETUAL
Annual Report Filing Date	09/30/2013	For Year	2013

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Natural Creations Landscaping, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 10:18 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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CORPORATION FILE DETAIL REPORT

Entity Name	NATURAL CREATIONS LANDSCAPING INC. ✓	File Number	57690399
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/23/1994	State	ILLINOIS
Agent Name	JOSE M GARGIA	Agent Change Date	10/16/2009
Agent Street Address	356 BRUCE ST	President Name & Address	JOSE M GARCIA 3000 HOBSON RDDOWNERS GROVE 60517
Agent City	JOLIET	Secretary Name & Address	NANCY G GARCIA SAME
Agent Zip	60432	Duration Date	PERPETUAL
Annual Report Filing Date	01/23/2014	For Year	2014

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Thornton Rave Construction, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 10:18 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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LLC FILE DETAIL REPORT

Entity Name	THORNTON RAVE CONSTRUCTION, LLC ✓	File Number	03412857
Status	ACTIVE ✓	On	10/10/2013
Entity Type	LLC ✓	Type of LLC	Domestic
File Date	11/29/2010	Jurisdiction	IL
Agent Name	JOE THORNTON	Agent Change Date	11/29/2010
Agent Street Address	929 E GROVE ST APT A	Principal Office	929 E. GROVE ST. SUITE A BLOOMINGTON, IL 617010000
Agent City	BLOOMINGTON	Management Type	MGR View
Agent Zip	61701	Duration	PERPETUAL
Annual Report Filing Date	10/10/2013	For Year	2013
Assumed Name	ACTIVE - ILLINI CONCRETE COMPANY OF ILLINOIS		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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Electrical Resource Management, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 10:20 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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CORPORATION FILE DETAIL REPORT

Entity Name	ELECTRICAL RESOURCE MANAGEMENT, INC.	File Number	54252412
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/20/1986	State	ILLINOIS
Agent Name	SA LAW AGENTS, INC	Agent Change Date	04/15/2014
Agent Street Address	150 N MICHIGAN AVE STE 3300	President Name & Address	STEPHEN L DAVIS 2 SOUTH 685 SUMMERFIELD CT WHEATON 60187
Agent City	CHICAGO	Secretary Name & Address	JESSICA ASHLEY DAVIS 1631 S MICHIGAN AVE #210 CHICAGO 60616
Agent Zip	60601	Duration Date	PERPETUAL
Annual Report Filing Date	04/15/2014	For Year	2014
Assumed Name	ACTIVE - ERM		

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EVERYgreen Supply Co

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 10:20 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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CORPORATION FILE DETAIL REPORT

Entity Name	EVERGREEN SUPPLY CO. ✓	File Number	54272154
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/03/1986	State	ILLINOIS
Agent Name	MICHELLE F KANTOR	Agent Change Date	01/18/2013
Agent Street Address	300 N LASALLE ST STE 590	President Name & Address	COLLEEN KRAMER, 9901 S TORRENCE AVE, CHICAGO, IL60617
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60654	Duration Date	PERPETUAL
Annual Report Filing Date	05/20/2014	For Year	2014

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 10:21 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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CORPORATION FILE DETAIL REPORT

Entity Name	MIDWESTERN ELECTRIC COMPANY, INC.	File Number	58222674
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/28/1995	State	ILLINOIS
Agent Name	PETER D RECCHIA	Agent Change Date	10/16/2013
Agent Street Address	745 MCCLINTOCK DR STE 150	President Name & Address	GERARDO GARCIA 15550 SOUTH KEDZIE AVENUE MARKHAM IL 60428
Agent City	BURR RIDGE	Secretary Name & Address	RAUL RODRIGUEZ JR SAME
Agent Zip	60527	Duration Date	PERPETUAL
Annual Report Filing Date	03/17/2014	For Year	2014

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Clausen Structure Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:42 06/09/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/09/14 AT 09:42 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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CORPORATION FILE DETAIL REPORT

Entity Name	CLAUSEN STRUCTURES, INC. ✓	File Number	66462897
Status	ACTIVE ✓		
Entity Type	CORPORATION ✓	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/26/2008	State	ILLINOIS
Agent Name	CHRISTINA M CLAUSEN	Agent Change Date	08/19/2009
Agent Street Address	11S155 SARATOGA AVE	President Name & Address	CHRISTINA CLAUSEN 42 E. MONTROSE DRIVE, ROMEOVILLE, IL 60448
Agent City	LEMONT	Secretary Name & Address	SAME
Agent Zip	60439	Duration Date	PERPETUAL
Annual Report Filing Date	06/09/2014	For Year	2014

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Gomez, Graciela

From: Nash, Janiqua V
Sent: Friday, June 13, 2014 3:04 PM
To: Gomez, Graciela
Subject: J. Jasso Trucking

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:00 06/13/14

ACTION: S

VENDOR NUM [REDACTED] OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/13/14 AT 15:02 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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CORPORATION FILE DETAIL REPORT

Entity Name	J. JASSO TRUCKING CO.	File Number	61153217
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/06/2000	State	ILLINOIS
Agent Name	JOSE JASSO	Agent Change Date	11/21/2006
Agent Street Address	5719 S HOMAN	President Name & Address	JOSE JASSO 5719 S HOMAN CHICAGO IL 60629
Agent City	CHICAGO	Secretary Name & Address	SAME
Agent Zip	60629	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2014

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Mancillas, Pam

From: Arnav Amin <AAmin@Judlau.com>
Sent: Thursday, August 07, 2014 10:40 AM
To: Mancillas, Pam
Cc: Nava, Elvia; Nashif, Manar; Mayer, Jim; Stevens, John
Subject: RE: I-13-4607 Awarded to Judlau Contracting, Inc. - ECP John Burns Construction

Yes – We are planning on using John Burns for Electrical Subcontract. Approximate dollar value for the contract is little less than \$ 4.45 Million.

Arnav Amin
V.P. Central Division
Office: 630 568 6644

From: Mancillas, Pam [<mailto:pmancillas@getipass.com>]
Sent: Thursday, August 07, 2014 10:25 AM
To: Arnav Amin
Cc: Nava, Elvia; Nashif, Manar; Mayer, Jim; Stevens, John
Subject: I-13-4607 Awarded to Judlau Contracting, Inc. - ECP John Burns Construction
Importance: High

Contract I-13-4607 included an ECP Credit from John Burns Construction. John Burns is not identified as a Sub Contractor in the bid documents for 4607.

Legal requires an email confirmation from Judlau that you plan to use John Burns Construction and the approximate contract amount. Once received I can forward the contract to Legal for review.

Thank you,
Pam

Pamela A. Mancillas
PMO Team- Engineering Contract Services
The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
1-630-241-6800 x 3880
Email: pmancillas@getipass.com

Nash, Janiqua V

To: Mancillas, Pam
Subject: John Burns Construction FEIN [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:49 08/07/14

ACTION: S

VENDOR NUMBER= [REDACTED]

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: [REDACTED]

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/07/14 AT 15:49 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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CORPORATION FILE DETAIL REPORT

	JOHN BURNS CONSTRUCTION COMPANY		19587398
	ACTIVE		
	CORPORATION		DOMESTIC BCA
	12/12/1927		ILLNOIS
	WILLIAM J O'MALLEY		10/21/2009
	17601 SOUTHWEST HIGHWAY		WILLIAM J O MALLEY 17601 SOUTHWEST HWY ORLAND PARK 60467
	ORLAND PARK		DALE R SLUSARSKI 17601 SW HWY ORLAND PARK 60467-4200
	60467		PERPETUAL
	11/04/2013		2013

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**Substance Abuse Prevention
Program Certification
Public Act 95-0635**

Contract # I-13-4607 Today's Date 6-2-2014

Project Number: _____

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.
Contractor

Ashok Patel, President



Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

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?

In April 2014 the Technology and Construction Court of the Queens Bench Division in London ruled that Obrascon Huarte Lain, S.A. failed to timely complete a contract it entered into with the Government of Gibraltar for construction of a tunnel at Gibraltar Airport. The Court's discussion focused mainly on whether the presence of contamination in the subsurface and groundwater levels that occurred during the tunnel work was foreseeable, and whether delays in completion of the work were justified. The judgment is subject to appeal and Obrascon Huarte Lain, S.A. is currently exploring the possibility of an appeal. However, the Court's decision has not impacted Obrascon Huarte Lain, S.A.'s ability to bid on future opportunities with the Government of Gibraltar.

In addition to the aforementioned decision and as with most construction companies, there may be other minor adverse civil judgments and administrative findings against Obrascon Huarte Lain, S.A. in the ordinary course of its operations, none of which prevent Obrascon Huarte Lain, S.A. from being able to comply with its contractual obligations or undertake new projects.

Obrascón Huarte Lain, S.A.

**Financial Statements for the year ended 31
December 2013 and Directors' Report,
together with Independent Auditors' Report**

Translation of a report originally issued in Spanish based on our work performed in accordance with the audit regulations in force in Spain and of financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Company (see Notes 2 and 26). In the event of a discrepancy, the Spanish-language version prevails.

Translation of a report originally issued in Spanish based on our work performed in accordance with the audit regulations in force in Spain and of financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Company (see Notes 2 and 26). In the event of a discrepancy, the Spanish-language version prevails.

AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Shareholders of OBRASCÓN HUARTE LAÍN, S.A.:

1. We have audited the financial statements of OBRASCÓN HUARTE LAÍN, S.A., which comprise the balance sheet at 31 December 2013 and the related income statement, statement of changes in equity, statement of cash flows and notes to the financial statements for the year then ended. The directors are responsible for the preparation of the Company's financial statements in accordance with the regulatory financial reporting framework applicable to the Company (identified in Note 2.1 to the accompanying financial statements) and, in particular, with the accounting principles and rules contained therein. Our responsibility is to express an opinion on the financial statements taken as a whole based on our audit work performed in accordance with the audit regulations in force in Spain, which require examination, by means of selective tests, of the evidence supporting the financial statements and evaluation of whether their presentation, the accounting principles and policies applied and the estimates made comply with the applicable regulatory financial reporting framework.
2. In our opinion, the accompanying financial statements for 2013 present fairly, in all material respects, the equity and financial position of OBRASCÓN HUARTE LAÍN, S.A. at 31 December 2013, and the results of its operations and its cash flows for the year then ended, in conformity with the regulatory financial reporting framework applicable to the Company and, in particular, with the accounting principles and rules contained therein.
3. The accompanying directors' report for 2013 contains the explanations which the directors consider appropriate about the Company's situation, the evolution of its business and other matters, but is not an integral part of the financial statements. We have checked that the accounting information in the directors' report is consistent with that contained in the financial statements for 2013. Our work as auditors was confined to checking the directors' report with the aforementioned scope, and did not include a review of any information other than that drawn from the Company's accounting records.

DELOITTE, S.L.
Registered in ROAC under no. S0692

Juan José Roque
27 March 2014

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Translation of financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Company (see Notes 2 and 26), in the event of a discrepancy, the Spanish-language version prevails.
OBRASCÓN HUARTE LAIN, S.A.

BALANCE SHEETS AT 31 DECEMBER 2013 AND 2012

Thousands of euros

ASSETS	Notes	31/12/2013	31/12/2012
<u>NON-CURRENT ASSETS</u>			
Intangible assets	5		
Development expenditure		6,646	5,962
Computer software		4,047	2,911
Other intangible assets		92	-
		10,785	8,883
Property, plant and equipment	6		
Land and buildings		14,269	14,475
Machinery and plant		39,799	19,856
Other fixtures, tools and furniture		16,991	17,864
Investments in concessions		310	315
Other items of property, plant and equipment		10,587	14,261
Property, plant and equipment in the course of construction and advances		13,274	436
		94,930	66,998
Investment property	7		
Land		1,316	1,316
Buildings		2,083	3,222
		3,379	4,538
Non-current investments in Group companies and associates	9.3.1		
Equity instruments		1,371,980	1,382,474
Loans to companies		388,609	87,278
		1,766,589	1,469,752
Non-current financial assets			
Equity instruments	9.1	8	8
Loans to third parties	9.1	14,022	12,305
Debt securities	9.1	142	103
Derivatives	9.1 y 10	6,500	-
Other financial assets	9.1	4,539	7,377
		27,231	19,793
Deferred tax assets	19.6	87,308	88,765
		1,984,220	1,656,740
<u>TOTAL NON-CURRENT ASSETS</u>			
<u>CURRENT ASSETS</u>			
Inventories	11		
Raw materials and other supplies		26,340	19,641
Auxiliary shop projects and site facilities		10,643	7,009
Advances to suppliers and subcontractors		42,051	47,560
		79,044	74,210
Trade and other receivables			
Trade receivables for sales and services	12	976,641	984,714
Trade receivables from Group companies	13.1	178,356	135,889
Trade receivables from associates	13.2	19,560	16,154
Sundry accounts receivable		36,667	23,453
Employee receivables		255	187
Current tax assets	19.1	31,908	7,356
Other accounts receivable from public authorities	19.1	42,260	30,818
		1,285,534	1,198,371
Current investments in Group companies and associates	9.3.2 y 9.3.3		
Loans to companies		578,234	637,172
Other financial assets		102,842	96,356
		681,076	733,528
Current financial assets			
Equity instruments	9.2	3	6,937
Loans to companies	9.2	3,646	10,373
Debt securities	9.2	365	1,076
Derivatives	9.2 y 10	73	128,244
Other financial assets	9.2	18,660	30,498
		22,667	177,128
Current prepayments and accrued income		16,304	26,404
Cash and cash equivalents	14		
Cash		148,686	137,893
Cash equivalents		159,597	194,403
		308,283	332,296
		2,392,046	2,542,938
<u>TOTAL CURRENT ASSETS</u>			
<u>TOTAL ASSETS</u>			
		4,376,268	4,201,678

Note: The accompanying Notes 1 to 26 are an integral part of the balance sheet at 31 December 2013.

OBRASCÓN HUARTE LAIN, S.A.

BALANCE SHEETS AT 31 DECEMBER 2013 AND 2012

(Thousands of euros)

EQUITY AND LIABILITIES	Notes	31/12/2013	31/12/2012
<u>EQUITY</u>			
<u>SHAREHOLDERS' EQUITY</u>			
Share Capital	16.1		
Registered share capital		59.845	59.845
Share premium	15.3	385.640	385.640
Reserves			
Legal and bylaw reserves	15.2	11.969	11.969
Other reserves	16.4	94.330	3.026
(Treasury shares)	16.6	(5.921)	(13.705)
Profit for the year	3	101.902	148.387
Other equity instruments		2.320	13.534
TOTAL SHAREHOLDERS' EQUITY		650.088	608.736
<u>VALUATION ADJUSTMENTS</u>			
Available-for-sale financial assets		0	(49)
TOTAL VALUATION ADJUSTMENTS		0	(49)
GRANTS, DONATIONS AND LEGACIES RECEIVED	15.7	1.477	1.583
TOTAL EQUITY		651.565	610.300
<u>NON-CURRENT LIABILITIES</u>			
Long-term provisions	16.1		
Other provisions		98.389	105.683
Non-current payables			
Debt instruments and other marketable securities	17.1	1.238.231	1.235.030
Bank borrowings	17.1	419	23.445
Obligations under finance leases	8 y 17.1	2.666	4.537
Other financial liabilities	17.1	3.127	8.332
		1.244.442	1.269.374
Non-current payables to Group companies and associates	17.2	553.471	86.302
Deferred tax liabilities	19.6	56.739	44.306
TOTAL NON-CURRENT LIABILITIES		1.982.242	1.508.735
<u>CURRENT LIABILITIES</u>			
Short-term provisions	16.1	166.676	161.984
Current payables			
Debt instruments and other marketable securities	17.1	203.923	24.380
Bank borrowing	17.1	57.625	60.775
Obligations under finance leases	8 y 17.1	1.034	4.447
Derivatives	10 y 17.1	-	11
Other financial liabilities	17.1	30.569	20.589
		293.151	130.191
Current payables to Group companies and associates	17.2	472.690	878.322
Trade and other payables			
Payables for purchases and services		399.286	421.290
Notes payable		79.172	126.068
Trade payables to Group companies	16.2	38.545	45.770
Trade payables to associates	16.2	9.232	10.353
Remuneration payable		6.925	5.311
Current tax liabilities	19.1	47.711	20.789
Other accounts payable to public authorities	19.1	42.489	49.334
Customer advances	12	214.943	237.250
		638.313	916.166
Current accrual and deferred income		631	1
TOTAL CURRENT LIABILITIES		1.771.461	2.085.643
TOTAL EQUITY AND LIABILITIES		4.376.268	4.201.678

Note: The accompanying Notes 1 to 26 are an integral part of the Balance sheet at 31 December 2013.

Translation of financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Company (see Notes 2 and 29). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A.

INCOME STATEMENTS FOR THE YEARS ENDED 31 DECEMBER 2013 AND 2012

Thousands of euros

	Note	31/12/2013	31/12/2012
Revenue:	21.1		
Sales		792,470	581,393
Sales at UTEs (based on % of ownership)		478,344	575,814
		1,230,614	1,157,207
Change in inventories of auxiliary shops and site facilities		3,188	2,640
In-house work on non-current assets		1,939	1,486
Procurements:	21.2		
Cost of construction materials and machinery spare parts used		(204,394)	(157,263)
Work performed by other companies		(474,955)	(527,605)
Inventory write-downs		8	24
Other operating incomes:			
Non-core and other current operating income		101,230	129,120
Income-related grants transferred to profit or loss		461	320
Staff costs:			
Wages, salaries and similar expenses		(205,315)	(187,561)
Employee benefit costs		(30,942)	(28,968)
Other operating expenses:			
Outside services		(285,120)	(228,323)
Taxes other than income tax		(12,632)	(12,858)
Losses on impairment of and changes in allowances for trade receivables		(2,849)	(144,540)
Other current operating expenses		(8,338)	(26,710)
Depreciation and amortisation charge	5, 6 y 7	(28,690)	(17,992)
Excessive provisions		667	501
Impairment and gains or losses on disposals of non-current assets			
Impairment and other losses	6 y 7	905	(714)
Gains or losses on disposals and other	5, 6 y 7	(148)	(362)
I. PROFIT (LOSS) FROM OPERATIONS		62,770	(42,638)
Finance income:			
From investments in equity instruments:			
Group companies and associates	22.1	108,444	508,127
Third parties		9	3
From marketable securities and other financial instruments:			
Group companies and associates	22.1	54,972	32,708
Third parties		25,302	27,327
Finance costs:			
On debts to Group companies and associates	22.1	(34,310)	(27,791)
On debts to third parties		(136,123)	(168,677)
Interest cost relating to provisions		(28)	(292)
Changes in fair value of financial instruments			
Hold-for-trading financial assets/liabilities and other		20,115	75,404
Allocation to profit or loss of fair value changes in available-for-sale financial assets		1,378	1,076
Exchange differences		(19,513)	(18,905)
Impairment and gains or losses on disposals of financial instruments			
Impairment and other losses		4,540	(148,573)
Gains or losses on disposals and other		(10,672)	45,750
II. FINANCIAL PROFIT (LOSS)		17,914	328,155
III. PROFIT BEFORE TAX (I+II)		110,684	285,817
Income tax	18.2	(8,782)	(137,130)
IV. PROFIT FOR THE YEAR		101,902	148,387

Note: The accompanying Notes 1 to 26 are an integral part of the income statement for 2013.

OBRASCÓN HUARTE LAIN, S.A.

STATEMENTS OF CHANGES IN EQUITY
FOR THE YEARS ENDED 31 DECEMBER 2013 AND 2012

A) STATEMENTS OF RECOGNISED INCOME AND EXPENSE
FOR THE YEARS ENDED 31 DECEMBER 2013 AND 2012

Thousands of euros

	31/12/2013	31/12/2012
PROFIT FOR THE YEAR (per Income statement)	101.902	148.387
INCOME AND EXPENSE RECOGNISED DIRECTLY IN EQUITY:	1.060	913
Arising from revaluation of financial instruments:		
a) Available-for-sale financial assets	1.449	1.005
b) Other income/(expenses)	-	-
Arising from cash flow hedges	-	-
Grants, donations and legacies received	65	298
Arising from actuarial gains and losses and other adjustments	-	-
Other income and expenses recognised directly in equity	-	-
Tax effect	(454)	(390)
TRANSFERS TO PROFIT OR LOSS:	(1.127)	(790)
Arising from revaluation of financial instruments:		
a) Available-for-sale financial assets	(1.378)	(1.076)
b) Other income/(expenses)	-	-
Arising from cash flow hedges	-	-
Grants, donations and legacies received	(232)	(52)
Other income and expenses recognised directly in equity	-	-
Tax effect	483	338
TOTAL RECOGNISED INCOME/(EXPENSE)	101.836	148.610

Note: The accompanying Notes 1 to 26 are an integral part of the statement of changes in equity for 2013

OBRASCÓN HUARTE LAIN, S.A.

B) STATEMENTS OF CHANGES IN TOTAL EQUITY FOR THE YEARS ENDED 31 DECEMBER 2013 AND 2012

Thousands of euros

	Shareholders' equity						Valuation adjustments	Grants, donations legacies received	Total equity
	Share capital	Share premium	Reserves	(Treasury shares)	Profit for the year	Other equity instruments			
Ending balance at 31/12/11	59,845	390,964	15,432	(1,134)	50,467	11,183	-	1,421	528,168
Adjustments due to changes in accounting policies	-	-	-	-	-	-	-	-	-
Adjustments due to errors	-	-	-	-	-	-	-	-	-
Adjusted beginning balance	59,845	390,964	15,432	(1,134)	50,467	11,183	-	1,421	528,168
Total recognised income/(expense)	-	-	-	-	148,387	-	(48)	-	148,510
Transactions with shareholders or owners	-	-	-	-	-	-	-	-	-
Capital increases/(reductions)	-	-	-	-	-	-	-	-	-
Conversion of financial liabilities into equity	-	(5,314)	(437)	(12,571)	(50,467)	-	-	-	(55,781)
Dividends paid	-	-	-	-	-	-	-	-	(13,008)
Treasury share transactions (net)	-	-	-	-	-	-	-	-	-
Increases/(decreases) due to business combinations	-	-	-	-	-	-	-	-	-
Other transactions with shareholders or owners	-	-	-	-	-	2,411	-	-	2,411
Other changes in equity	-	-	-	-	-	-	-	-	-
Ending balance at 31/12/12	59,845	385,640	14,995	(13,705)	148,387	13,684	(49)	1,693	610,300
Total recognised income/(expense)	-	-	-	-	101,902	-	49	(116)	101,835
Transactions with shareholders or owners	-	-	-	-	-	-	-	-	-
Capital increases/(reductions)	-	-	-	-	-	-	-	-	-
Conversion of financial liabilities into equity	-	-	83,913	-	(148,387)	-	-	-	(64,474)
Dividends paid	-	-	7,394	-	-	-	-	-	15,178
Treasury share transactions (net)	-	-	-	-	-	-	-	-	-
Increases/(decreases) due to business combinations	-	-	-	-	-	-	-	-	-
Other transactions with shareholders or owners	-	-	-	-	-	(11,274)	-	-	(11,274)
Other changes in equity	-	-	-	-	-	-	-	-	-
Ending balance at 31/12/13	59,845	385,640	106,302	(5,921)	101,902	2,320	-	1,477	651,565

Note: The accompanying Notes 1 to 26 are an integral part of the statement of changes in equity for 2013.

OBRASCÓN HUARTE LAIN, S.A.

STATEMENTS OF CASH FLOWS (INDIRECT METHOD)
FOR THE YEARS ENDED 31 DECEMBER 2013 AND 2012

Thousands of euros

	31/12/2013	31/12/2012
A) CASH FLOWS FROM OPERATING ACTIVITIES (1+2+3+4)	(46.146)	341.192
1. Profit before tax	110.684	288.617
2. Adjustments for	12.189	(151.186)
(+) Depreciation and amortisation charge	26.690	17.992
(+/-) Other adjustments to profit (net)	(14.501)	(169.187)
3. Changes in working capital	(216.686)	(169.792)
4. Other cash flows from operating activities:	47.637	376.662
(-) Interest paid	(170.013)	(202.383)
(+) Dividends received	108.453	608.130
(+) Interest received	80.274	60.033
(+/-) Income tax recovered/(paid)	(52.695)	(11.320)
(+/-) Other amounts received/(paid) relating to operating activities	61.618	22.202
B) CASH FLOWS FROM INVESTING ACTIVITIES (1+2)	(66.204)	148.640
1. Payments due to investment:	(169.881)	(88.026)
(-) Group companies, associates and business units	(67.793)	(14.580)
(-) Property, plant and equipment, intangible assets and investment property	(58.406)	(30.119)
(-) Other financial assets	(13,482)	(10.329)
(-) Other assets	-	-
2. Proceeds from disposal:	94.477	204.668
(+) Group companies, associates and business units	90.888	199.372
(+) Property, plant and equipment, intangible assets and investment property	3.809	5.290
(+) Other financial assets	-	-
(+) Other assets	-	-
C) CASH FLOWS FROM FINANCING ACTIVITIES (1+2+3)	87.337	(339.721)
1. Proceeds and (payments) relating to equity instruments:	15.243	(12.710)
(+) Proceeds from issue	-	-
(-) Redemption	-	-
(-) Purchase	(179.854)	(103.476)
(+) Disposal	194.832	90.468
(+) Grants	85	298
2. Proceeds and (payments) relating to financial liability instruments	136.568	(271.230)
(+) Proceeds from issue	241.723	364.134
(-) Repayment and redemption	(105.155)	(635.364)
3. Dividends and returns on other equity instruments paid	(64.474)	(58.781)
D) EFFECT OF FOREIGN EXCHANGE RATE CHANGES	-	-
E) NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS (A+B+C+D)	(24.013)	151.111
F) CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	332.298	181.186
G) CASH AND CASH EQUIVALENTS AT END OF YEAR (E+F)	308.283	332.296

Note: The accompanying Notes 1 to 26 are an integral part of the statement of cash flows for 2013

Translation of financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the company (see notes 2 and 26). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A.

NOTES TO THE FINANCIAL STATEMENTS **FOR THE YEAR ENDED 31 DECEMBER 2013**

1. COMPANY ACTIVITIES

Obrascón Huarte Lain, S.A., formerly Sociedad General de Obras y Construcciones Obrascón, S.A., was incorporated on 15 May 1911.

Its registered office is located in Madrid, at Paseo de la Castellana, 259-D, and its company object is the construction of all manner of civil engineering works and buildings for public agencies and private customers, the provision of public and private services, the operation of administrative concessions and hotel complexes, and real estate development and the sale of property.

2. BASIS OF PRESENTATION OF THE FINANCIAL STATEMENTS

2.1 Regulatory financial reporting framework applicable to the Company

These financial statements were formally prepared by the directors in accordance with the regulatory financial reporting framework applicable to the Company, which consists of:

- a) The Spanish Commercial Code and all other Spanish corporate law.
- b) The Spanish National Chart of Accounts approved by Royal Decree 1514/2007 and its industry adaptations.
- c) The mandatory rules approved by the Spanish Accounting and Audit Institute in order to implement the Spanish National Chart of Accounts and the relevant secondary legislation.
- d) All other applicable Spanish accounting legislation.

2.2 Fair presentation

The accompanying financial statements, which were obtained from the Company's accounting records and include the unincorporated temporary joint ventures (UTES) in which it has interests, are presented in accordance with the regulatory financial reporting framework applicable to the Company and, in particular, with the accounting principles and rules contained therein and, accordingly, present fairly the Company's equity, financial position, results of operations and cash flows for 2013. These financial statements, which were formally prepared by the Company's directors, will be submitted for approval by the shareholders at the Annual General Meeting, and it is considered that they will be approved without any changes. The financial statements for 2012 were approved by the shareholders at the Annual General Meeting held on 14 May 2013.

Under current legislation, Obrascón Huarte Lain, S.A., as the head of a group of companies which form the Obrascón Huarte Lain Group, is obliged to prepare consolidated financial statements separately in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union, in conformity with Regulation (EC) no. 1606/2002 of the European Parliament and of the Council, of 19 July 2002.

The 2013 consolidated financial statements of Obrascón Huarte Lain, S.A. and Subsidiaries, prepared in accordance with International Financial Reporting Standards as adopted by the European Union (EU-IFRSs), present consolidated equity of EUR 3,281,960 thousand and consolidated assets and profit attributable to the Parent of EUR 13,679,639 thousand and EUR 270,380 thousand, respectively.

The consolidated financial statements of the Obrascón Huarte Lain Group for 2012, prepared by the directors, will also be submitted for approval by the shareholders at the Annual General Meeting. The consolidated financial statements for 2012 were approved by the shareholders at the Annual General Meeting held on 14 May 2013.

2.3 Non-obligatory accounting principles applied

No non-obligatory accounting principles were applied.

The directors formally prepared these financial statements taking into account all the obligatory accounting principles and standards with a significant effect hereon. All obligatory accounting principles were applied.

2.4 Key issues in relation to the measurement and estimation of uncertainty

In preparing the accompanying financial statements estimates were made by the Company's directors in order to measure certain of the assets, liabilities, income, expenses and obligations reported herein. These estimates relate basically to the following:

- The assessment of possible impairment losses on certain assets (see Note 4.3).
- The useful life of intangible assets and property, plant and equipment (see Notes 4.1 and 4.2).
- The recognition of revenue and expenses from construction contracts (see Note 4.10).
- The calculation of provisions (see Notes 4.11 and 16).
- The fair value of certain financial instruments (see Note 10).
- The assumptions used in calculating other obligations to employees (see Note 21.4).

Although these estimates were made on the basis of the best information available at 2013 year-end, events that take place in the future might make it necessary to change these estimates (upwards or downwards) in coming years. Changes in accounting estimates would be applied prospectively.

3. PROPOSED DISTRIBUTION OF PROFIT AND DIVIDEND

3.1 Proposed distribution of profit and dividend

The distribution of the profit for 2012 that the directors of Obrascón Huarte Lain, S.A. will submit for approval by the shareholders at the Annual General Meeting is as follows:

	Thousands of euros
Profit for 2012	101,902
Distribution:	
Dividends	67,564
To voluntary reserves	34,308

The directors of Obrascón Huarte Lain, S.A. will propose to the shareholders at the Annual General Meeting the payment of a maximum total gross dividend of EUR 67,564 thousand, equal to EUR 0.6777 per share, with a charge to:

	Thousands of euros
2013 profit	67,594
Total dividend	67,594

The distribution of profit proposed by the directors does not include any appropriation to the legal reserve, since the legal minimum had been reached in full in prior years (see Note 15.2).

3.2 Earnings per share

Basic earnings per share

Basic earnings per share are calculated by dividing the Company's profit for the year by the weighted average number of ordinary shares outstanding during the year, excluding the number of treasury shares held in the year.

Diluted earnings per share

Diluted earnings per share are calculated in a similar way to basic earnings per share; however, the weighted average number of shares outstanding is increased by share options, warrants and convertible debt.

In 2013 and 2012 there were no differences between the basic earnings per share and diluted earnings per share.

Concepto	2013	2012
Profit for the year of the Company (thousands of euros)	101,902	148,387
Weighted average number of shares outstanding	99,123,197	99,255,869
Basic earnings per share (euros)	1.03	1.49
Diluted earnings per share (euros)	1.03	1.49

4. ACCOUNTING POLICIES

The principal accounting policies used by the Company in preparing its financial statements in accordance with the Spanish National Chart of Accounts (2007) and the adaptation for construction companies of the former Spanish National Chart of Accounts (1990), which remains in force in relation to all matters which do not contravene the provisions of the new Spanish National Chart of Accounts, were as follows:

4.1 Intangible assets

As a general rule, intangible assets are recognised initially at acquisition or production cost. They are subsequently measured at cost less any accumulated amortisation and any accumulated impairment losses.

All of the Company's intangible assets have a finite useful life.

Development expenditure

The Company capitalises the development expenditure which it incurs during the year when the following conditions are met:

- It is specifically itemised by project and the related costs can be clearly identified.
- There are sound reasons to foresee the technical success and economic and commercial profitability of the related projects.

Assets thus generated are amortised on a straight-line basis over their years of useful life (over a maximum period of five years).

If there are doubts as to the technical success or economic profitability of the related project, the amounts capitalised are recognised directly in profit or loss.

Computer software

“Computer Software” includes mainly the costs incurred in the installation and acquisition of computer software, which is amortised on a straight-line basis over a maximum period of five years.

4.2 Property, plant and equipment

Property, plant and equipment are measured at acquisition cost revalued in accordance with the applicable legislation including Royal Decree-Law 7/1996), less any related accumulated depreciation and impairment losses, as described in Note 4.3.

The costs of expansion, modernisation or improvements leading to increased productivity, capacity or efficiency or to a lengthening of the useful lives of the assets are capitalised.

Upkeep and maintenance expenses are expensed currently.

In-house work on non-current assets is measured at accumulated cost (external costs plus in-house costs, determined on the basis of in-house materials consumption, direct labour and general manufacturing costs).

The Company depreciates its property, plant and equipment by the straight-line method over the years of estimated useful life of the related assets.

The years of estimated useful life for each group of items of property, plant and equipment are as follows:

	Years of estimated useful life
Buildings	25 – 50
Machinery and plant	6 – 16
Other fixtures, tools and furniture	10
Other items of property, plant and equipment	3 – 5

Investments in concessions are depreciated on a straight-line basis over the term of the concession

4.3 Impairment of intangible assets and property, plant and equipment

The Company reviews the carrying amount of its intangible assets and property, plant and equipment to compare it with the recoverable amount in order to determine if there are any impairment losses.

Recoverable amount is the higher of:

- Fair value.

The price that would be agreed upon by two independent parties, less costs to sell and

- Value in use.

Estimated present value of the expected future cash flows.

If the recoverable amount of an asset is lower than its carrying amount, an impairment loss is recognised.

When an impairment loss subsequently reverses, income is recorded up to the amount of the impairment loss previously recognised.

In 2013 no impairment of intangible assets was recognised.

4.4 Investment property

“Investment Property” in the balance sheet reflects the values of the land, buildings and other structures held either to earn rentals or for capital appreciation.

Investment property is measured as described in Note 4.2 on property, plant and equipment.

In 2013 no impairment losses were recognised in this connection.

4.5 Leases

Leases are classified as finance leases whenever it is deduced that from the terms of the lease substantially all the risks and rewards of ownership of the leased asset are assumed. All other leases are classified as operating leases.

Finance leases

In finance leases in which the Company acts as the lessee, the cost of the leased assets is presented in the balance sheet, based on the nature of the leased asset, and, simultaneously, a liability is recognised for the same amount. This amount is the lower of the fair value of the leased asset and the present value, at the inception of the lease, of the agreed minimum lease payments, including the price of the purchase option when it is reasonably certain that it will be exercised. The minimum lease payments do not include contingent rent, costs for services and taxes to be paid by and reimbursed to the lessor. The total finance charges arising under the lease are allocated to the income statement for the year in which they are incurred using the effective interest method. Contingent rent is recognised as an expense for the period in which it is incurred.

Leased assets are depreciated, based on their nature, using similar criteria to those applied to the items of property, plant and equipment that are owned.

Operating leases

Expenses resulting from operating leases are charged to income in the year in which they are incurred.

4.6 Financial instruments

4.6.1. Financial assets

The financial assets held by the Company are classified in the following categories:

- a) Loans and receivables: financial assets arising from the sale of goods or the rendering of services in the ordinary course of the Company's business, or financial assets which, not having commercial substance, are not equity instruments or derivatives, have fixed or determinable payments and are not traded in an active market.

Initial recognition

Loans and receivables are initially recognised at the fair value of the consideration paid, plus any directly attributable transaction costs.

Subsequent measurement

Loans and receivables are measured at amortised cost.

- b) Held-to-maturity investments: debt securities with fixed maturity and determinable payments that are traded in an active market and which the Company has the positive intention and ability to hold to the date of maturity.

Initial recognition

Held-to-maturity investments are initially recognised at the fair value of the consideration paid, plus any directly attributable transaction costs.

Subsequent measurement

Held-to-maturity investments are measured at amortised cost.

- c) Equity investments in Group companies and associates: Group companies are deemed to be those related to the Company as a result of a relationship of control and associates are companies over which the Company exercises significant influence.

Initial recognition

Investments in Group companies and associates are initially recognised at the fair value of the consideration paid, plus any directly attributable transaction costs.

Subsequent measurement

Investments in Group companies and associates are measured at cost net, where appropriate, of any accumulated impairment losses. These losses are calculated as the difference between the carrying amount of the investments and their recoverable amount. Recoverable amount is the higher of fair value less costs to sell and the present value of the future cash flows from the investment. Unless there is better evidence of the recoverable amount, it is based on the value of the equity of the investee, adjusted by the amount of the unrealised gains existing at the date of measurement (including any goodwill).

- d) Available-for-sale financial assets: these include debt securities and equity instruments of other companies that are not classified in any of the aforementioned categories.

Initial recognition

Available-for-sale financial assets are initially recognised at the fair value of the consideration paid, plus any directly attributable transaction costs.

Subsequent measurement

Available-for-sale financial assets are measured at fair value and the gains and losses arising from changes in fair value are recognised in equity until the asset is disposed of or it is determined that it has become (permanently) impaired, at which time the cumulative gains or losses previously recognised in equity are recognised in the net profit or loss for the year. In this regard, (permanent) impairment is deemed to exist if the market value of the asset has fallen by more than 40% over a period of 18 months without the value having recovered.

At least at each reporting date the Company tests financial assets not measured at fair value through profit or loss for impairment. Objective evidence of impairment is considered to exist when the recoverable amount of the financial asset is lower than its carrying amount. When this occurs, the impairment loss is recognised in the income statement.

In particular, the Company calculates any valuation adjustments relating to trade and other receivables by recognising impairment on balances of a certain age or on those that circumstances have arisen that reasonably enable them to be classified as doubtful debts.

The Company derecognises a financial asset when the rights to the cash flows from the financial asset expire or have been transferred and substantially all the risks and rewards of ownership of the financial asset have also been transferred, such as in the case of firm asset sales, factoring of trade receivables in which the Company does not retain any credit or interest rate risk, sales of financial assets under an agreement to repurchase them at fair value and the securitisation of financial assets in which the transferor does not retain any subordinated debt, provide any kind of guarantee or assume any other kind of risk.

However, the Company does not derecognise financial assets, and recognises a financial liability for an amount equal to the consideration received in transfers of financial assets in which substantially all the risks and rewards of ownership are retained, such as in the case of note and bill discounting, with-recourse factoring, sales of financial assets subject to an agreement to buy them back at a fixed price or at the selling price plus a lender's return and the securitisation of financial assets in which the transferor retains a subordinated interest or any other kind of guarantee that absorbs substantially all the expected losses.

4.6.2. Financial liabilities

Financial liabilities include accounts payable by the Company that have arisen from the purchase of goods or services in the normal course of the Company's business and those which, not having commercial substance, cannot be classed as derivative financial instruments.

Accounts payable are initially recognised at the fair value of the consideration received, adjusted by the directly attributable transaction costs. These liabilities are subsequently measured at amortised cost.

Financial liability instruments are measured at fair value.

The Company derecognises financial liabilities when the obligations giving rise to them cease to exist.

4.6.3. Equity instruments

An equity instrument is a contract that evidences a residual interest in the assets of the Company after deducting all of its liabilities.

Equity instruments issued by the Company are recognised in equity at the proceeds received, net of issue costs.

Treasury shares acquired by the Company during the year are recognised at the value of the consideration paid and are deducted directly from equity. Gains and losses on the acquisition, sale, issue or retirement of treasury shares are recognised directly in equity and in no case are they recognised in profit or loss.

4.6.4. Instrumentos financieros derivados y coberturas

In order to mitigate the economic effects of exchange rate fluctuations to which the Company is exposed as a result of its business activities, the Company uses derivative financial instruments, such as foreign currency hedges.

Also, the Company arranged an equity swap tied to the Company's share price in order to hedge the potential loss that might arise from the exercise of the options under the incentive plans described in Note 21.4.

In 2012 the Company also arranged an equity swap tied to the share price of Abertis Infraestructuras, S.A., which was terminated in 2013.

When the Company arranges a derivative, it does not do so with the intention of settling it early or of trading with it. The Company does not use derivatives for speculative purposes, but rather to mitigate the economic effects of exchange rate fluctuations arising from its foreign trade and financing activities.

Summarised below are the most essential aspects of accounting legislation relating to derivative financial instruments.

Recognition on the balance sheet

Derivatives are recognised on the balance sheet at their fair value in the same way as any other financial assets or liabilities.

As in the case of other financial assets and liabilities, recognition of the fair value of a derivative gives rise to a change in equity when the derivative is considered to qualify for hedge accounting. The change in equity is recognised under "Valuation Adjustments". When the derivative is not considered to qualify for hedge accounting it is recognised directly in profit or loss. The criteria applied in each case are described below.

Direct effect on equity or indirect effect through profit or loss

The requirements that must be met for a derivative to be considered to qualify for hedge accounting are basically as follows:

- The underlying in relation to which the derivative is arranged to mitigate the economic effects that might arise therefrom as a result of fluctuations in exchange rates, interest rates or both simultaneously must initially be identified.
- When the derivative is arranged, the reason for which it was arranged must be appropriately documented and the hedged risk must be identified.
- From the date of the arrangement of a derivative to the date of its settlement, it must be demonstrated that it is an effective hedge, i.e. that it meets the objective initially defined. In order to assess this, the effectiveness of the hedge is tested, and given effectiveness levels must be scored.

The cumulative balance in equity is transferred to the income statement when and to the extent that the gains or losses on the hedged risk also start to be reflected in the income statement.

When the derivative does not qualify for hedge accounting, or the Company voluntarily decides not to apply hedge accounting, changes in fair value must be recognised in profit or loss.

4.7 Inventories

Inventories are measured at the lower of acquisition or production cost and net realisable value.

The Company recognises the appropriate write-downs as an expense in the income statement when the net realisable value of the inventories is lower than acquisition or production cost.

4.8 Foreign currency transactions

The Company's functional currency is the euro. Therefore, transactions in currencies other than the euro are deemed to be "foreign currency transactions" and are recognised by applying the exchange rates prevailing at the date of the transaction.

At the end of each reporting period, monetary assets and liabilities denominated in foreign currencies are translated to euros at the rates then prevailing. Any resulting gains or losses are recognised directly in the income statement in the year in which they arise.

4.9 Income tax

Tax expense (tax income) comprises current tax expense (current tax income) and deferred tax expense (deferred tax income).

The current income tax expense is the amount payable by the Company as a result of income tax settlements for a given year. Tax credits and other tax benefits, excluding tax withholdings and pre-payments, and tax loss carryforwards from prior years effectively offset in the current year reduce the current income tax expense.

The deferred tax expense or income relates to the recognition and derecognition of deferred tax assets and liabilities. These include temporary differences measured at the amount expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities and their tax bases, and tax loss and tax credit carryforwards. These amounts are measured at the tax rates that are expected to apply in the period when the asset is realised or the liability is settled.

Deferred tax liabilities are recognised for all taxable temporary differences, except for those arising from the initial recognition of goodwill or of other assets and liabilities in a transaction that is not a business combination and affects neither accounting profit (loss) nor taxable profit (tax loss).

Deferred tax assets are recognised to the extent that it is considered probable that the Company will have taxable profits in the future against which the deferred tax assets can be utilised.

Deferred tax assets and liabilities arising from transactions charged or credited directly to equity are also recognised in equity.

The deferred tax assets recognised are reassessed at the end of each reporting period and the appropriate adjustments are made to the extent that there are doubts as to their future recoverability. Also, unrecognised deferred tax assets are reassessed at the end of each reporting period and are

recognised to the extent that it has become probable that they will be recovered through future taxable profits.

At 31 December 2013, the Company was head of the Obrascón Huarte Lain consolidated tax group.

4.10 Revenue and expense recognition

Revenue is calculated using the stage of completion method whereby, in construction projects from which a final profit is expected, the outcome is calculated by applying to the expected profit the percentage resulting from comparison of the actual costs incurred up to that date with the projected total costs through completion of the project.

In accordance with standard practice in the industry, the estimates used to calculate the stage of completion include the possible effect on the outcome of projects of the margin on certain contract modifications, addenda and settlements which are being processed, and which the Company considers to be reasonably realisable.

Also, claims are included in contract revenue when the negotiations have reached an advanced stage and the customer's acceptance is likely.

The Company includes claims submitted to customers when the acceptance thereof is likely, always supported by internal or external legal reports that evidence sufficient mechanisms and legal guarantees for the obtainment thereof.

"Amounts to Be Billed for Work Performed" represents the difference between the amount of the completed work recognised, including the adjustment to the margin recognised by application of the stage of completion, and the amount of billed completed work through the balance sheet date.

If the amount of production from inception is lower than the amount billed, the difference is recognised under "Customers Advances" on the liability side of the balance sheet.

The estimated site clearance costs and the expenses which may arise from completion of a project until its definitive settlement are accrued over the construction period on the basis of production volumes, and are recognised under "Short-Term Provisions" on the liability side of the balance sheet.

The revenue of the other activities is recognised on an accrual basis, i.e. when the actual flow of the related goods and services occurs, regardless of when the resulting monetary or financial flow arises.

4.11 Provisions

The Company's financial statements include all the material provisions with respect to which it is considered that it is more likely than not that the obligation covered by them will have to be settled. Contingent liabilities are not recognised in the financial statements, but rather are disclosed.

Provisions are classified as current or non-current based on the estimated period of time for meeting the obligations covered by them.

Litigation and claims in process

At the end of 2013 certain litigation and claims were in process against the Company arising from the ordinary course of its operations. In order to cater for the possible adverse economic effects of the aforementioned litigation and claims, the Company recognised provisions for contingencies and charges (see Notes 16.1 and 16.3).

Provision for investees

The purpose of this provision is to cover the losses that the Company would have to bear in the event of the disposal or dissolution of Group companies or associates that have an equity deficit and no unrealised gains.

Provision for project completion

This provision is intended to cover the expenses arising from completion of a project until its definitive settlement. The estimated costs in this connection are accrued over the construction period on the basis of production volumes.

Provision for management and other fees

This provision relates to the amount incurred for project management and inspection fees, laboratory, layout and other fees payable at the balance sheet date. The amounts of these fees are set in the related project specifications and in current legislation. The estimated costs in this connection are accrued over the construction period on the basis of production volumes.

Provision for temporary site employees

This provision reflects the liability incurred for temporary site employees, based on the average remuneration rate and the average years of service.

4.12 Termination benefits

In accordance with the various regional collective labour agreements in force, the Company is required to pay termination benefits to employees terminated under certain conditions.

"Short-Term Provisions" on the liability side of the balance sheet includes a provision for the liability incurred in this connection for temporary site employees, based on the average remuneration rate and the average years of service.

The Company's directors consider that, based on possible dismissals of permanent employees that might arise under normal circumstances in the future and on the related amounts payable, the accrued liability for termination benefits is not material; accordingly, no provision was recognised in this connection in the 2012 financial statements.

4.13 Environmental assets, liabilities and activities

Environmental activities are those the main purpose of which is to prevent, reduce or redress damage to the environment.

The Company's main activity is construction. A large portion of construction contracts include an environmental impact assessment and the performance of work to conserve, maintain and restore the environment.

The Company does not consider environmental assets and expenses to be those related to the aforementioned provision of services since they are performed for third parties. However, environmental claims and obligations are included regardless of whether or not they arise from the Company's own operations or operations performed for third parties.

Investments relating to environmental activities are measured at acquisition cost and capitalised as an addition to non-current assets in the year in which they are made.

Environmental protection and enhancement expenses are recognised in the income statement in the year in which they are incurred, regardless of when the resulting monetary or financial flow arises.

Provisions for probable or certain third-party liability, litigation in process and outstanding environmental indemnity payments or obligations of undetermined amount not covered by the insurance policies taken out are recorded when the liability or obligation giving rise to the indemnity or payment arises.

4.14 Share-based payment plans

These plans are measured when granted using a binomial pricing model which takes into account the exercise price, volatility, option life, expected dividends, the risk-free interest rate and the assumptions made to incorporate the effects of expected early exercise.

In accordance with the Spanish National Chart of Accounts, the aforementioned amount is allocated to income under "Staff Costs" over the period in which the employee is required to stay at the

company in order to exercise the plan and is allocated to the income statement on a straight-line basis over the period between the grant date and the exercise date.

The plans may be equity-settled or cash-settled, at the Company's discretion. Where Company management considers that it does not have an obligation to settle the plan in cash, the plan is accounted for by recognising the related expense is recognised under "Staff Costs" with a credit to equity, without making any adjustment to the amount initially recognised, in accordance with the provisions of the Spanish National Chart of Accounts relating to plans of this nature.

Lastly, in order to hedge the potential loss that might arise from the aforementioned remuneration plans, the Company arranged financial instruments for the purpose of hedging the future cash flows required to settle this remuneration system. These financial instruments are considered to be derivatives and do not qualify for hedge accounting.

4.15 Grants, donations and legacies

The Company accounts for grants, donations and legacies received as follows:

- a) Non-refundable grants, donations and legacies related to assets: these are measured at the fair value of the amount or the asset received, based on whether or not they are monetary grants, and they are taken to income in proportion to the period depreciation taken on the assets for which the grants were received or, where appropriate, on disposal of the asset or on the recognition of an impairment loss. Until they are recognised in profit or loss, they are presented net of their tax effect, in equity.
- b) Refundable grants: while they are refundable, they are recognised as a liability.
- c) Grants related to income: grants related to income are credited to income when granted, unless their purpose is to finance losses from operations in future years, in which case they are allocated to income in those years. If grants are received to finance specific expenses, they are allocated to income as the related expenses are incurred.

4.16 Unincorporated Temporary Joint Ventures (UTES)

As is customary in the construction industry, certain construction projects are performed through the grouping of several companies as a UTE.

The main UTES in which the Company participated at 31 December 2013 are detailed in Appendix I to these notes to the financial statements.

The result of construction work performed at UTES is recognised by the same method as that applied by the Company for its own construction projects, as explained in Note 4.10.

The expenses incurred on behalf of, and other services provided to, the UTES are recognised when the expense is incurred or the service provided. These amounts are recognised under "Non-Core and Other Current Operating Income" in the income statement.

In accordance with the Spanish National Chart of Accounts as adapted for construction companies, the financial statements reflect the effect of the proportionate consolidation of the UTES in which the Company holds ownership interests at year-end, through the inclusion of its share therein in the various income statement and balance sheet headings. These balances, when material, are shown in the following Notes. In addition, the proportional part corresponding to the Company of the related items of the UTES are included in the statement of changes in equity and the statement of cash flows.

4.17 Current/non-current classification

Current assets are assets associated with the normal operating cycle, which in general is considered to be one year; other assets which are expected to mature, be disposed of or be realised within twelve months from the end of the reporting period; financial assets held for trading, except for financial derivatives that will be settled in a period exceeding one year; and cash and cash equivalents. Assets that do not meet these requirements are classified as non-current assets.

Similarly, current liabilities are liabilities associated with the Company's normal operating cycle, financial liabilities held for trading, except for financial derivatives that will be settled in a period exceeding one year; and, in general, all the obligations that will mature or be extinguished at short term. All other liabilities are classified as non-current liabilities.

5. INTANGIBLE ASSETS

The changes in "Intangible Assets" in the balance sheets in 2013 and 2012 were as follows:

2013

Concepto	Thousands of euros					Ending balance
	Beginning balance	Additions or charge for the year	Disposals or reductions	Exchange differences	Transfers	
Development expenditure:						
Cost	14,873	1,803	-	-	(696)	15,980
Accumulated amortisation	(8,891)	(820)	-	-	377	(9,334)
	5,982	983	-	-	(319)	6,646
Computer software:						
Cost	12,381	2,380	(80)	(28)	319	14,972
Accumulated amortisation	(9,470)	(1,561)	67	39	-	(10,925)
	2,911	819	(13)	11	319	4,047
Other intangible assets:						
Cost	144	100	-	-	-	244
Accumulated amortisation	(144)	(8)	-	-	-	(152)
	-	92	-	-	-	92
Total:						
Cost	27,398	4,283	(80)	(28)	(377)	31,196
Accumulated amortisation	(18,505)	(2,389)	67	39	377	(20,411)
Total intangible assets	8,893	1,894	(13)	11	-	10,785

2012

	Thousands of euros					
	Beginning balance	Additions or charge for the year	Disposals or reductions	Exchange differences	Transfers	Ending balance
Development expenditure:						
Cost	13,681	1,260	(68)	-	-	14,873
Accumulated amortisation	(8,515)	(376)	-	-	-	(8,891)
	5,166	884	(68)	-	-	5,982
Computer software:						
Cost	10,533	1,967	(118)	(1)	-	12,381
Accumulated amortisation	(8,285)	(1,294)	108	1	-	(9,470)
	2,248	673	(10)	-	-	2,911
Other intangible assets:						
Cost	144	-	-	-	-	144
Accumulated amortisation	(144)	-	-	-	-	(144)
	-	-	-	-	-	-
Total:						
Cost	24,358	3,227	(186)	(1)	-	27,398
Accumulated amortisation	(16,944)	(1,670)	108	1	-	(18,505)
Total intangible assets	7,414	1,557	(78)	-	-	8,893

The additions in 2013 recognised under "Development Expenditure" relate to the performance of fourteen projects. These projects are part of the Programme for the Promotion of Technical Research (PROFIT Programme).

The net loss on disposal of intangible asset items in 2013 amounted to EUR 1 thousand (2012: net loss of EUR 76 thousand).

At 31 December 2013, the cost and accumulated amortisation included EUR 622 thousand and EUR 452 thousand, respectively, related to UTEs (31 December 2012: EUR 538 thousand and EUR 322 thousand, respectively).

At 31 December 2013, the cost and accumulated amortisation of intangible assets located abroad amounted to EUR 296 thousand and EUR 187 thousand, respectively (31 December 2012: EUR 618 thousand and EUR 377 thousand, respectively).

At 31 December 2013, fully amortised intangible assets amounted to EUR 19,847 thousand (31 December 2012: EUR 15,347 thousand).

In 2013 the Company received Government grants amounting to EUR 100 thousand earmarked to various R&D projects (2012: EUR 315 thousand). At the end of 2013 EUR 2,763 thousand had been capitalised in connection with these projects.

6. PROPERTY, PLANT AND EQUIPMENT

The changes in "Property, Plant and Equipment" in the balance sheets in 2013 and 2012 were as follows:

2013

	Thousands of euros					
	Beginning balance	Additions or charge for the year	Disposals or reductions	Exchange differences	Transfers	Ending balance
Land and buildings:						
Cost	20,172	-	-	-	-	20,172
Accumulated depreciation	(5,697)	(206)	-	-	-	(5,903)
	14,475	(206)	-	-	-	14,269
Machinery and plant:						
Cost	74,330	34,910	(10,297)	(2,654)	4,118	100,407
Accumulated depreciation	(54,472)	(12,988)	4,872	1,888	92	(60,608)
	19,858	21,922	(5,425)	(766)	4,210	39,799
Other fixtures, tools and furniture:						
Cost	71,144	5,439	(4,524)	(2,384)	15	69,690
Accumulated depreciation	(53,490)	(4,962)	3,676	1,877	(100)	(52,999)
	17,654	477	(848)	(507)	(85)	16,691
Investments in concessions:						
Cost	459	-	-	-	-	459
Accumulated depreciation	(76)	(5)	-	-	-	(81)
Net impairment losses	(68)	-	-	-	-	(68)
	315	(5)	-	-	-	310
Other items of property, plant and						
Cost	29,911	3,746	(567)	(2,217)	21	30,894
Accumulated depreciation	(15,650)	(6,247)	521	1,061	8	(20,307)
	14,261	(2,501)	(46)	(1,156)	29	10,587
Property, plant and equipment in the						
Cost	436	16,992	-	-	(4,154)	13,274
	436	16,992	-	-	(4,154)	13,274
Total:						
Cost	196,452	61,087	(15,388)	(7,255)	-	234,896
Accumulated depreciation	(129,385)	(24,408)	9,069	4,826	-	(139,898)
Net impairment losses	(68)	-	-	-	-	(68)
Total property, plant and equipment	66,999	36,679	(6,319)	(2,429)	-	94,930

2012

	Thousands of euros					
	Beginning balance	Additions or charge for the year	Disposals or reductions	Exchange differences	Transfers	Ending balance
Land and buildings:						
Cost	20,172	-	-	-	-	20,172
Accumulated depreciation	(5,491)	(206)	-	-	-	(5,697)
	14,681	(206)	-	-	-	14,475
Machinery and plant:						
Cost	72,607	13,481	(11,858)	88	12	74,330
Accumulated depreciation	(54,472)	(8,957)	8,784	173	-	(54,472)
Net impairment losses	(172)	-	172	-	-	-
	17,963	4,524	(2,902)	261	12	19,858
Other fixtures, tools and furniture:						
Cost	74,831	3,273	(5,707)	(1,386)	133	71,144
Accumulated depreciation	(52,994)	(4,415)	3,035	912	(28)	(53,490)
	21,837	(1,142)	(2,672)	(474)	105	17,654
Investments in concessions:						
Cost	459	-	-	-	-	459
Accumulated depreciation	(71)	(5)	-	-	-	(76)
Net impairment losses	(68)	-	-	-	-	(68)
	320	(5)	-	-	-	315
Other items of property, plant and equipment:						
Cost	19,928	10,640	(470)	(42)	(145)	29,911
Accumulated depreciation	(13,571)	(2,683)	442	134	28	(15,650)
	6,357	7,957	(28)	92	(117)	14,261
Property, plant and equipment in the course of construction and advances:						
Cost	436	-	-	-	-	436
	436	-	-	-	-	436
Total:						
Cost	188,433	27,394	(18,035)	(1,340)	-	196,452
Accumulated depreciation	(126,599)	(16,266)	12,261	1,219	-	(129,385)
Net impairment losses	(240)	-	172	-	-	(68)
Total property, plant and equipment	61,594	11,128	(5,602)	(121)	-	66,999

The net gain on disposal of property, plant and equipment items in 2013 amounted to EUR 771 thousand (2012: net loss of EUR 273 thousand).

At 31 December 2013, the cost and accumulated depreciation included EUR 31,263 thousand and EUR 13,270 thousand, respectively, related to UTEs (31 December 2012: EUR 21,997 thousand and EUR 11,547 thousand, respectively).

At 2013 year-end the cost and accumulated depreciation of property, plant and equipment located abroad amounted to EUR 97,255 thousand and EUR 58,190 thousand, respectively (2012 year-end: EUR 92,204 thousand and EUR 56,372 thousand, respectively).

At 31 December 2013, fully depreciated property, plant and equipment in use amounted to EUR 86,050 thousand (31 December 2012: EUR 72,655 thousand).

As indicated in Note 8, at the end of 2013 the Company held various items of property, plant and equipment under finance leases.

The Company takes out all the insurance policies required to cover the possible risks to which its property, plant and equipment are subject.

7. INVESTMENT PROPERTY

The changes in "Investment Property" in the balance sheets in 2013 and 2012 were as follows:

2013

	Thousands of euros			
	Beginning balance	Additions or charge for the year	Disposals or reductions	Ending balance
Building lots:				
Cost	1,316	-	-	1,316
	1,316	-	-	1,316
Housing units:				
Cost	4,740	-	(2,054)	2,686
Accumulated depreciation	(141)	(40)	71	(110)
Net impairment losses	(1,916)	-	905	(1,011)
	2,683	(40)	(1,078)	1,565
Offices:				
Cost	55	-	-	55
Accumulated depreciation	(2)	-	-	(2)
	53	-	-	53
Car parks:				
Cost	269	-	(34)	235
Accumulated depreciation	(15)	(4)	2	(17)
Net impairment losses	(16)	-	-	(16)
	238	(4)	(32)	202
Other:				
Cost	310	-	-	310
Accumulated depreciation	(13)	(5)	-	(18)
Net impairment losses	(49)	-	-	(49)
	248	(5)	-	243
Total:				
Cost	6,690	-	(2,088)	4,602
Accumulated depreciation	(171)	(49)	73	(147)
Net impairment losses	(1,981)	-	905	(1,076)
Total investment property	4,538	(49)	(1,110)	3,379

2012

	Thousands of euros			
	Beginning balance	Additions or charge for the year	Disposals or reductions	Ending balance
Building lots:				
Cost	1,316	-	-	1,316
	1,316	-	-	1,316
Housing units:				
Cost	5,017	-	(277)	4,740
Accumulated depreciation	(102)	(47)	8	(141)
Net impairment losses	(1,164)	(821)	69	(1,916)
	3,751	(868)	(200)	2,683
Offices:				
Cost	55	-	-	55
Accumulated depreciation	(2)	-	-	(2)
	53	-	-	53
Car parks:				
Cost	277	-	(8)	269
Accumulated depreciation	(11)	(5)	1	(15)
Net impairment losses	-	(16)	-	(16)
	266	(21)	(7)	238
Other:				
Cost	310	-	-	310
Accumulated depreciation	(9)	(4)	-	(13)
Net impairment losses	-	(49)	-	(49)
	301	(53)	-	248
Total:				
Cost	6,975	-	(285)	6,690
Accumulated depreciation	(124)	(56)	9	(171)
Net impairment losses	(1,164)	(886)	69	(1,981)
Total investment property	5,687	(942)	(207)	4,538

Of the 2013 net balance, EUR 9 thousand relate to UTEs (2012: EUR 9 thousand).

The Company's investment property relates mainly to buildings held for capital appreciation.

The detail of the most significant investments included under "Investment Property" at 31 December 2013 is as follows:

- Housing units, garages and storage rooms in Fuengirola amounting to EUR 612 thousand (2012: EUR 1,653 thousand).
- A building lot in Haria (Lanzarote) amounting to EUR 1,127 thousand (2012: EUR 1,127 thousand).
- Apartments in Fuerteventura amounting to EUR 932 thousand (2012: EUR 1,008 thousand).
- A commercial property in Barcelona amounting to EUR 202 thousand (2012: EUR 204 thousand).
- Housing units in Vera amounting to EUR 117 thousand (2012: EUR 120 thousand).

The net loss on disposal of items of investment property in 2013 amounted to EUR 918 thousand (2012: net gain of EUR 33 thousand).

In 2013 the rental income from the Company's investment property amounted to EUR 83 thousand (2012: EUR 94 thousand) and related to the operation of a car park in Almería and the lease of the offices in Las Palmas and housing units in Fuengirola. The other items of investment property do not generate revenue for the Company.

At 31 December 2013, certain items of investment property with a carrying amount of EUR 570 thousand (2012: EUR 1,610 thousand) were mortgaged as security for credit facilities against which EUR 456 thousand had been drawn down (2012: EUR 1,380 thousand) (see Note 17.1).

At 31 December 2013, the fair value of the Company's investment property, calculated on the basis of in-house estimates and cadastral data, covers the value thereof.

8. LEASES

8.1 Finance leases

The Company's most significant finance leases at the end of 2013 and 2012 relate to machinery and transport equipment.

The total amounts corresponding to finance lease transactions, all of which are measured at the present value of the minimum lease payments, are summarised below. The average term for the leases in force in 2013 is 58 months.

Concepto	Miles de euros	
	2013	2012
Value recognised in non-current assets:		
Original cost excluding purchase option	11,944	19,550
Value of purchase option	316	466
Total value of assets held under finance leases	12,260	20,016
Lease payments:		
Paid in prior years	5,186	6,914
Paid in the year	3,175	4,088
Payable:		
Within one year	1,034	4,447
One to five years	2,865	4,567
Total lease payments	12,260	20,016

The interest recognised as an expense in 2013 amounted to EUR 746 thousand (2012: EUR 905 thousand).

9. FINANCIAL ASSETS (NON-CURRENT AND CURRENT)

9.1 Non-current financial assets

The detail of "Non-Current Financial Assets" at the end of 2013 and 2012 is as follows:

2012

Classes		Thousands of euros					
		Non-current financial instruments					
		Equity instruments	Loans to third parties	Debt securities	Derivatives	Other financial assets	Total
Held-to-maturity investments		-	-	142	-	-	142
Available-for-sale financial assets:							
- At cost		8	-	-	-	-	8
Loans and receivables		-	14,022	-	-	4,559	18,581
Derivatives		-	-	-	8,500	-	8,500
Total non-current financial assets		8	14,022	142	8,500	4,559	27,231

2012

Classes		Thousands of euros				
		Non-current financial instruments				
		Equity instruments	Loans to third parties	Debt securities	Other financial assets	Total
Held-to-maturity investments		-	-	103	3,000	3,103
Loans and receivables		-	12,305	-	4,377	16,682
Available-for-sale financial assets:						
- At cost		8	-	-	-	8
Total non-current financial assets		8	12,305	103	7,377	19,793

At 31 December 2013, the Company had recognised an investment in an investment fund amounting to USD 196 thousand under “Held-to-Maturity Investments” (2012: EUR 142 thousand).

The detail, by maturity, of “Non-Current Financial Assets” is as follows:

Categories	Thousands of euros					
	2015	2016	2017	2018	Subsequent years	Total
Held-to-maturity investments	-	-	-	-	142	142
Loans and receivables	-	-	-	-	8	8
Available-for-sale financial assets	12,589	795	129	1,210	3,858	18,581
Derivatives	-	8,500	-	-	-	8,500
Total non-current financial assets	12,589	9,295	129	1,210	4,008	27,231

Impairment:

The changes arising from impairment losses recognised/reversed in “Non-Current Financial Assets” in 2013 and 2012 were as follows:

2013

Categories	Thousands of euros		
	Accumulated impairment losses at beginning of year	Impairment losses recognised/reversed in the year	Accumulated impairment losses at end of year
Available-for-sale financial assets	668	(527)	141

2012

Categories	Thousands of euros		
	Accumulated impairment losses at beginning of year	Impairment losses recognised/reversed in the year	Accumulated impairment losses at end of year
Available-for-sale financial assets	668	-	668

9.2 Current financial assets

The detail of "Current Financial Assets" at the end of 2013 and 2012 is as follows:

2013

Categories	Classes	Thousands of euros					Total
		Current financial instruments					
		Equity instruments	Loans to companies	Debt securities	Derivatives	Other financial assets	
Held-to-maturity investments		3	-	395	-	5,781	6,179
Available-for-sale financial assets at cost		-	-	-	-	-	-
Loans and receivables		-	3,646	-	-	12,909	16,555
Derivatives		-	-	-	73	-	73
Total current financial assets		3	3,646	395	73	18,690	22,807

2012

Categories	Classes	Thousands of euros					Total
		Current financial instruments					
		Equity instruments	Loans to companies	Debt securities	Derivatives	Other financial assets	
Held-to-maturity investments		3	-	1,076	-	13,362	14,441
Available-for-sale financial assets at cost		6,934	-	-	-	-	6,934
Loans and receivables		-	10,373	-	-	17,137	27,510
Derivatives		-	-	-	128,244	-	128,244
Total current financial assets		6,937	10,373	1,076	128,244	30,499	177,129

The short-term debt securities at 31 December 2013 and 2012 amounting to EUR 395 thousand and EUR 1,076 thousand, respectively, relate in full to fixed-income securities and investment funds of UTEs.

Impairment:

The changes arising from impairment losses recognised/reversed in "Current Financial Assets" in 2013 and 2012 were as follows:

2013

Categories	Thousands of euros		
	Accumulated impairment losses at beginning of year	Impairment losses recognised/reversed in the year	Accumulated impairment losses at end of year
Loans and receivables	13,161	-	13,161

2012

Categories	Thousands of euros		
	Accumulated impairment losses at beginning of year	Impairment losses recognised/reversed in the year	Accumulated impairment losses at end of year
Loans and receivables	2,212	10,949	13,161

9.3 Investments in Group companies and associates**9.3.1 Non-current investments in Group companies and associates**

The changes in 2013 and 2012 in "Non-Current Investments in Group Companies and Associates" were as follows:

2013

Concepto	Thousands of euros				
	Beginning balance	Additions or charge for the year	Disposals or reductions	Transfers	Ending balance
Equity instruments in Group companies:					
Cost	1,577,766	27,936	(142,104)	-	1,463,598
Impairment losses	(213,744)	(1,342)	115,814	-	(99,272)
Capital payments payable	(19,391)	(724)	709	-	(19,406)
	1,344,631	25,870	(25,581)	-	1,344,920
Equity instruments in associates:					
Cost	39,812	72,676	(83,797)	-	28,691
Impairment losses	(150)	-	-	-	(150)
Capital payments payable	(1,819)	-	338	-	(1,481)
	37,843	72,676	(83,459)	-	27,060
Loans to Group companies:					
Cost	74,159	299,793	(3,743)	5,801	376,010
Impairment losses	(32,513)	(374)	-	-	(32,887)
	41,646	299,419	(3,743)	5,801	343,123
Loans to associates:					
Cost	45,632	2,226	(2,372)	-	45,486
	45,632	2,226	(2,372)	-	45,486
Total:					
Cost	1,737,369	402,631	(232,016)	5,801	1,913,785
Impairment losses	(246,407)	(1,716)	115,814	-	(132,309)
Capital payments payable	(21,210)	(724)	1,047	-	(20,887)
Total non-current investments in Group companies and associates	1,469,752	400,191	(115,155)	5,801	1,760,589

2012

	Thousands of euros				
	Beginning balance	Additions or charge for the year	Disposals or reductions	Transfers	Ending balance
Equity instruments in Group companies:					
Cost	1,699,024	44,787	(166,045)	-	1,577,766
Impairment losses	(88,262)	(129,090)	3,608	-	(213,744)
Capital payments payable	(21,315)	(24,560)	26,484	-	(19,391)
	1,589,447	(108,863)	(135,953)	-	1,344,631
Equity instruments in associates:					
Cost	47,818	-	(8,006)	-	39,812
Impairment losses	(150)	-	-	-	(150)
Capital payments payable	(7,598)	-	5,779	-	(1,819)
	40,070	-	(2,227)	-	37,843
Loans to Group companies:					
Cost	67,171	17,862	(9,482)	(1,392)	74,159
Impairment losses	(23,386)	(9,127)	-	-	(32,513)
	43,785	8,735	(9,482)	(1,392)	41,646
Loans to associates:					
Cost	42,139	3,493	-	-	45,632
	42,139	3,493	-	-	45,632
Total:					
Cost	1,856,152	66,142	(183,533)	(1,392)	1,737,369
Impairment losses	(111,798)	(138,217)	3,608	-	(246,407)
Capital payments payable	(28,913)	(24,560)	32,263	-	(21,210)
Total non-current investments in Group companies and associates	1,715,441	(96,635)	(147,662)	(1,392)	1,469,752

The main additions in 2013 to equity instruments in Group companies and associates were as follows:

- Acquisition of 0.684% of Abertis Infraestructuras, S.A. for EUR 74,162 thousand.
- Capital increase of EUR 18,222 thousand at Autopista Ezeiza Cañuelas, S.A.
- Acquisition of 6.68% of ZPSV, a.s. for EUR 8,986 thousand.

The main impairment loss recognised in 2013 to adjust its carrying amount was as follows:

- OHL Concesiones Argentina, S.A., amounting to EUR 1,342 thousand.

"Disposals and Reductions" includes mainly the derecognition of Autopista Ezeiza Cañuelas, S.A. due to its sale to third parties, the sale of shares of Abertis Infraestructuras, S.A. to OHL Emisiones, S.A., the derecognition of Nova Bocana Barcelona, S.A., which was sold to third parties, and the capital reduction at Nova Bocana Business, S.A.

The changes in investments in Group companies and associates are detailed in Appendices III and IV. The equity of the Group companies is detailed in Appendix II, which was obtained from the financial statements of the respective companies, the most significant of which were audited at 31 December 2013, which are an integral part of this note.

The business activities and registered offices of the Group companies are listed in Appendix V.

The detail of "Non-Current Loans to Group Companies and Associates", net of allowances, at 31 December 2013 and 2012 is as follows:

Sociedad	Thousands of euros	
	2013	2012
Loans to Group companies:		
OHL Concesiones, S.A.	294,000	-
Sacova Centros Residenciales, S.L.	24,184	24,184
Tenedora de Participaciones Tecnológicas, S.A.	6,666	6,975
OHL Concesiones Argentina, S.A.	5,305	-
Asfaltos y Construcciones Elsan, S.A.	5,000	-
Autovía de Aragón - Tramo I, S.A.	4,200	4,200
Superficialia los Bermejales, S.A.	3,731	2,938
Autopista Ezeiza Cañuelas, S.A.	-	3,247
Otras	37	102
Total	343,123	41,646
Loans to associates:		
Concessió Estacions Aeroport L-9, S.A.	41,886	41,886
Phunciona Gestión Hospitalaria, S.A.	3,009	2,829
Nuevo Hospital de Burgos, S.A.	591	917
Total	45,486	45,632
Total non-current loans to Group companies and associates	388,609	87,278

The loan granted to OHL Concesiones, S.A. matures in 2019.

The average interest rate earned on non-current loans to Group companies and associates in 2013 was 4.65% (2012: 5.53%).

9.3.2. Current investments in Group companies

The detail of "Current Investments in Group Companies" at 31 December 2013 and 2012 is as follows:

2013	Thousands of euros		
	Company	Loans	Other financial assets
Obrascon Huarte Lain, Construcción Internacional, S.L.	256,330	-	256,330
Obrascon Huarte Lain, Desarrollos, S.L.	116,307	-	116,307
OHL Industrial, S.L.	101,143	6	101,149
OHL Andina, S.A.	25	20,890	20,915
OHL Central Europe, a.s.	17,465	-	17,465
Instituto de Gestión Sanitaria, S.A.	17,189	-	17,189
Sacova Centros Residenciales, S.L.	10,988	-	10,988
Asfaltos y Construcciones Elsan, S.A.	10,833	-	10,833
OHL Concesiones, S.A.	9,407	33	9,440
EyM Instalaciones, S.A.	7,551	495	8,046
OHL Concesiones Argentina, S.A.	5,907	-	5,907
Constructora e Inmobiliaria Huarte, Ltda.	-	5,002	5,002
Elsengrund Bau GmbH	4,898	-	4,898
S.A. Trabajos y Obras	4,262	1	4,263
OHL Concesiones Chile, S.A.	-	4,002	4,002
Euroconcesiones, S.L.	2,700	-	2,700
Autovía de Aragón-Tramo I, S.A.	2,267	-	2,267
Chemtrol Proyectos y Sistemas, S.L.	1,065	1,121	2,186
Agrupación Guinovart Obras y Servicios Hispania, S.A.	2,022	-	2,022
OHL Uruguay, S.A.	878	25	903
Ecolaire España, S.A.	854	1	855
Superficialia Los Bermejales, S.A.	780	-	780
OHL ZS, a.s.	634	-	634
OHL USA, Inc.	-	403	403
Less than EUR 300 thousand	240	441	681
Total current investments in Group companies	573,745	32,420	606,165

2012

Company	Thousands of euros		
	Loans	Other financial assets	Total
Obrascón Huarte Lain, Construcción Internacional, S.L.	251,541	-	251,541
Cercanías Móstoles Navacarnero, S.A.	178,400	-	178,400
Obrascón Huarte Lain, Desarrollos, S.L.	90,167	-	90,167
Asfaltos y Construcciones Elsan, S.A.	23,121	89	23,210
Instituto de Gestión Sanitaria, S.A.	21,041	21	21,062
OHL Central Europe, a.s.	17,891	-	17,891
Sacova Centros Residenciales, S.L.	11,474	-	11,474
OHL Andina, S.A.	9,347	-	9,347
Ecolaire España, S.A.	8,539	24	8,563
Euroconcesiones, S.L.	3,027	4,593	7,620
Constructora e Inmobiliaria Huarte, Ltda.	-	5,714	5,714
Elsengrund Bau, GmbH	4,778	-	4,778
OHL Concesiones Chile, S.A.	-	4,596	4,596
Chemrol, Proyectos y Sistemas, S.L.	2,802	-	2,802
Agrupación Guinovart Obras y Servicios Hispania, S.A.	2,694	7	2,701
Autopista Ezeiza Cañuelas, S.A.	1,929	-	1,929
Sthim Maquinaria, S.A.	732	822	1,554
Autovía de Aragón-Tramo I, S.A.	1,465	-	1,465
OHL Uruguay, S.A.	878	-	878
EyM Instalaciones, S.A.	812	-	812
Superficialia Los Bermejales, S.A.	702	-	702
OHL ZS, a.s.	655	-	655
Terminales Marítimas del Sureste, S.A.	469	-	469
OHL USA, Inc.	-	403	403
Less than EUR 300 thousand	645	504	1,149
Total current investments in Group companies	633,109	16,773	649,882

In 2013 the financial contributions presented under “Loans” earned average interest of 5.36% (2012: 4.41%). The other balances related to the Company’s normal operations do not earn interest.

9.3.3 Current investments in associates

The detail of “Current Investments in Associates” and the resulting balances at 31 December 2013 and 2012 of the UTEs, after the proportional consolidation of the balances thereof and the corresponding eliminations, is as follows:

2013

Entity	Thousands of euros		
	Loans	Other financial assets	Total
UTE Marmaray. Turquía	-	23,757	23,757
UTE Hospital Sidra. Qatar	-	23,645	23,645
UTE FFCC Cuantitlan Buenavista .México	-	15,115	15,115
UTE Duplicación Sta María-El Pagador	-	1,462	1,462
Consortio Túneles Cerro S. Eduardo. Guayaquil. Ecuador	1,074	-	1,074
UTE Aparcamiento C/Virgen De Luján	-	898	898
UTE Rizzani OHL Boodai Trevi (JV4). Kuwait	-	825	825
UTE Sede Ministerio de Ciencia. Argentina	-	484	484
UTE Bidasoa I	-	464	464
UTE La Aldea	-	314	314
UTE Carretera de Panamá. Panamá	-	254	254
UTE Encants	-	219	219
UTE Depuradora Konya. Turquía	-	191	191
UTE Bidasoa II	-	182	182
Consortio Hospital Alajuela. Costa Rica	157	-	157
UTE Servicios Madrid 4	-	142	142
UTE Hospital Evita de la Matanza. Argentina	-	138	138
UTE Lain S.A. - Lasan S.A.	-	127	127
UTE L-9 Metro Aeropuerto-P Logístico	-	115	115
UTE Túnel Espiño Vía Izquierda	-	112	112
UTE Puente de Ayamonte	-	78	78
UTE Edar de Segovia	-	77	77
UTE Túnel Aeropuerto II	-	68	68
UTE Etap Llanura Manchega	-	67	67
UTE Cárcel Cruz del Eje. Argentina	-	64	64
UTE Depuración Cuenca Río Sama	-	60	60
Inferiores a 60 mil	-	473	473
Concessió Estacions Aeroport L-9. S.A.	2,494	-	2,494
Bay of Bengal Gateway Terminal Private Limited	-	1,085	1,085
Consortio Español Alta Velocidad Meca Medina. S.A.	665	-	665
Phunciona Gestión Hospitalaria. S.A.	99	-	99
Proyecto Cenit-Oais. A.I.E.	-	4	4
Acción Sigmas A.I.E.	-	2	2
Total current investments in associates	4,489	70,422	74,911

2012

Entity	Thousands of euros		
	Loans	Other financial assets	Total
UTE Marmaray, Turkey	-	50,034	50,034
UTE IFCC Cuautitlan Buenavista, Mexico	-	15,909	15,909
UTE Hospital Sidra, Qatar	-	3,531	3,531
UTE Duplicación Sta María-El Pagador	-	1,637	1,637
UTE Zonas Verdes	-	1,585	1,585
UTE La Aldea	-	1,458	1,458
UTE Sede Ministerio de Ciencia, Argentina	-	1,074	1,074
UTE Aparcamiento c/Virgen de Luján	-	958	958
UTE Kuwait JV4	-	867	867
Consortio Túneles Cerro S. Eduardo, Guayaquil, Ecuador	836	-	836
UTE Bidasoa I	-	464	464
UTE Carretera de Panamá, Panama	-	430	430
UTE Tramo "B" Júcar Vinalopó	-	209	209
UTE Depuración Cuenca Río Sama	-	189	189
UTE Depuradora Konya, Turkey	-	185	185
UTE Bidasoa II	-	182	182
Consortio Hospital Alajuela, Costa Rica	154	-	154
UTE Túnel Espiño Vía Izquierda	-	152	152
UTE Escuela Arte Burgos	-	149	149
UTE Túneles Norte Sevilla	-	145	145
UTE Desaladora Las Palmas-Gran Canaria	-	140	140
UTE Lain, S.A. - Lasan, S.A.	-	127	127
UTE Edar Alicante Norte-Colec	-	120	120
UTE L-9 Metro Aeropuerto-P Logístico	-	115	115
UTE Hospital Córdoba (Aire), Argentina	-	96	96
UTE Puente de Ayamonte	-	78	78
UTE Túnel Aeropuerto II	-	68	68
UTE Tramo 3 Acequia-Senia	-	63	63
UTE Cárcel Cruz del Eje, Argentina	-	63	63
Less than EUR 60 thousand	-	470	470
Concessió Estacions Aeroport L-9, S.A.	2,354	-	2,354
Bay of Bengal Gateway Terminal Private Limited	-	1,085	1,085
Consortio Español Alta Velocidad Meca Medina, S.A.	645	-	645
Phunciona, Gestión Hospitalaria, S.A.	74	-	74
Total current investments in associates	4,063	81,583	85,646

In 2013 the financial contributions presented under "Loans" earned average interest of 5.36% (2012: 4.41%). The other balances related to the Company's normal operations do not earn interest.

9.4 Risk management policy

The Company's main strategic risk management objectives focus on the successful implementation and maintenance of a reliable risk management system to be used as a management tool at all decision-making levels.

This system develops and implements a common set of processes, risk categories, and risk management tools and techniques in order to:

- Identify and manage risks at Company and divisional level.
- Implement integrated reporting, enabling the identification and follow-up of key risks.
- Align levels of risk tolerance with the Company's aims.
- Improve risk-related information and communications.
- Improve risk-response decisions
- Reduce the Company's vulnerability to adverse events.
- Increase the confidence and assurance of the Board of Directors and of stakeholders that material risks are being managed and communicated on a timely basis.

The risk management system encompasses four main risk categories. The risk categories are defined risk groups which enable risks to be identified, evaluated, measured and monitored on a consistent basis. The use of standardised risk categories in the Company makes it possible to aggregate the risks of the various divisions in order to determine their overall impact on the Company.

The Company has adopted the following risk categories:

1. Strategic risks: risks concerning the market and the environment, the diversity of the markets/countries in which the Company operates, the alliances and joint ventures and the risks associated with the Company's organisational structure, reputation and image.
2. Operational risks: risks concerning the Company's operating processes in accordance with the value chain of each of the Company's divisions. This category is further broken down to identify the risks concerning procurement/bidding, subcontracting and suppliers, risks arising from contract performance/operation, and from asset management, labour-related and environmental risks, technology- and systems-related risks, force majeure risks and risks relating to fraud and corruption.
3. Compliance risks: risks concerning compliance with applicable legislation, with third-party agreements and with the Company's internal procedures, rules and policies.
4. Financial risks: risks concerning access to financial markets, treasury management, tax management, the reliability of the economic and financial information and insurance policy management.

The Company manages its risks using a seven-stage process. This process provides a systematic, logical method for establishing the context, identifying, analysing, integrating, evaluating, responding to, monitoring and communicating risks in a way that allows the Company to make decisions and respond appropriately to risks and opportunities as and when they arise. The process adopted includes elements of ISO 31000:2009, Risk management – Principles and Guidelines and of the Enterprise Risk Management– Integrated Framework (2004) of the Committee of Sponsoring Organizations of the Treadway Commission (COSO). A brief description of the seven stages of the Company's risk management system is provided below:

1. **Notify and consult:** this stage is integral to the creation of a positive risk management culture within the Company. The adoption of a consultative approach to risk management, rather than a one-way information flow, ensures that those involved understand the reasons for the decisions made and, therefore, their importance when managing the Company's risks. Moreover, multilateral dialogue with the parties involved in the risk management process guarantees the understanding and soundness of each step in the risk management process.
2. **Establish the context:** this consists of establishing the internal, external and risk management contexts in which the process will be undertaken. Establishing the context allows the Company to focus its risk management efforts on the basis of its operating environment and to define the common risk categories, the criteria and the procedures required to manage the Company's risks taken as a whole.
3. **Identify the risks:** the aim of this stage is to identify the risks that may affect the achievement of the targets set by the Company through the common risk categories, criteria and procedures defined in the "Establish the Context" stage. When identifying the risks, it is important to understand and document the factors which may trigger the risk events as well as the possible consequences. Identifying the risks, the factors triggering them and the possible outcomes is the first step in understanding the Company's risk exposure.
4. **Risk analysis:** the risk analysis stage is aimed at gaining an understanding of the magnitude of both the positive and negative consequences of a risk event, as well as the Company's vulnerability thereto (probability that the consequences will arise based on the current level of control). Evaluating the magnitude (impact) of and the vulnerability to the possible risks allows the Company to prioritise and, therefore, respond to its risks so that it can focus on the risks posing the greatest threat to the achievement of its aims.
5. **Evaluate risks:** this stage seeks to prioritise the risks so that they can be dealt with and responded to through their evaluation against a series of pre-established risk tolerance criteria. Understanding the level of risk exposure in relation to the risk tolerance level means that decisions can be made regarding the treatment of the risk which will optimise risk-taking levels and maximise the probability of achieving aims.
6. **Respond to risks:** this stage aims to identify, evaluate and implement the options for treating or responding to the risks. The aim of responding to the risk is not only to minimise the potential damage, but also to maximise opportunity growth potential.
7. **Monitor and review the risks:** the purpose of the last stage is to assess the efficiency and relevance of the Company's risk management programme on an ongoing basis. Monitoring the risks and the efficiency of their treatment on an ongoing basis makes it possible for the Company to refine its risk management programme in order to evolve alongside the dynamic circumstances in which it operates.

9.4.1 Financial risk management

The Company is exposed to the financial risks inherent to its business activities.

Financial risks are those that mainly affect the obtainment of necessary financing when required and at a reasonable cost and the maximisation of the available financial resources. The most significant risks are as follows:

- Interest rate risk
- Foreign currency risk
- Credit risk
- Liquidity risk
- Risk relating to financial instruments associated with the Company's shares.
- Risk relating to financial instruments associated with the shares of Abertis Infraestructuras, S.A.

Interest rate risk

Interest rate fluctuations change the future flows from assets and liabilities tied to floating interest rates.

The Company finances its operations with fixed or floating-rate financial products based on the estimates made regarding changes in interest rates and debt structure objectives. Hedging transactions can be performed by means of arranging derivatives that mitigate these risks and performing a sensitivity analysis thereon, or by arranging fixed-rate financing.

No derivative financial instruments had been designated as hedges of the Company's total debt at 31 December 2013, and bank borrowings tied to fixed interest rates represented 97.39%.

The sensitivity of the Company's profit to an interest rate increase of 0,5%, without taking into consideration bank borrowings tied to fixed interest rates, would have an impact of EUR 196 thousand on the Company's profit.

Foreign currency risk

The Company operates in the international sphere and is therefore exposed to foreign currency risk on the transactions it performs in foreign currencies.

Foreign currency risk is managed centrally and different hedging mechanisms are used to minimise the impact of the fluctuations of each currency against the euro.

The foreign currency risks basically arise on:

- Debt denominated in foreign currencies arranged by the Company or its branches abroad.
- Payments to be made in international markets for procurements or non-current assets.
- Payments receivable from projects tied to currencies other than the Company's functional currency or that of its branches.
- Investments in foreign subsidiaries.

The Company arranges currency derivatives and foreign currency hedges to hedge significant future transactions and cash flows, in keeping with the acceptable risk limits.

Also, the net assets stemming from net investments in foreign branches with a functional currency other than the euro are exposed to the risk of exchange rate fluctuations on the translation of the financial statements of these foreign branches during the integration process.

On other occasions, non-current assets denominated in currencies other than the euro are financed in that same currency with a view to creating a natural hedge.

The sensitivity analysis of the foreign currency risks of financial instruments for the main currencies in which the Company operates simulated a 10% increase in the foreign currency per euro exchange rate with respect to the rates applicable at 31 December 2013 and 2012, the impact of which on profit was as follows:

Currency	Thousands of euros	
	Impact on profit	
	2013	2012
Algerian dinar	18,772	(525)
Kuwaiti dinar	1,123	(322)
US dollar	1,013	(12)
Peruvian nuevo sol	334	479
Argentine peso	(934)	(1,253)
Chilean peso	3,086	(836)
Mexican peso	(9,784)	(5,083)
Qatari rial	995	6,394
Polish zloty	2,878	(1,102)
Total	17,483	(2,260)

If a sensitivity analysis were performed using the hypothesis of a 10% decrease in the foreign currency per euro exchange rate with respect to the rates applicable at 31 December 2013 and 2012, the impact on profit would be as follows:

Currency	Thousands of euros	
	Impact on profit	
	2013	2012
Algerian dinar	(17,065)	477
Kuwaiti dinar	(1,021)	293
US dollar	(921)	11
Peruvian nuevo sol	(304)	(435)
Argentine peso	849	1,139
Chilean peso	(2,805)	760
Mexican peso	8,894	4,621
Qatari rial	(904)	(5,812)
Polish zloty	(2,616)	1,002
Total	(15,893)	2,056

Credit risk

Credit risk is the probability that a counterparty to a contract does not meet its contractual obligations, giving rise to a loss.

The Company has adopted a policy of only trading with solvent third parties and obtaining sufficient guarantees to mitigate the risk of financial loss in the event of non-compliance. The Company obtains information on its counterparty through independent company valuation agencies, other public sources of financial information or the information it obtains from its own relationships with customers and third parties.

The Company's financial assets exposed to credit risk are:

- Non-current financial assets.
- Hedging instruments.
- Trade and other receivables.
- Current financial assets.
- Financial assets included in "Cash and Cash Equivalents".

The balances of these items constitute the Company's total exposure to credit risk.

The credit risk of financial hedging instruments with a positive fair value is limited by the Company, since derivatives are arranged with highly solvent banks with high credit ratings and no single counterparty concentrates significant levels of total credit risk.

The balances of trade receivables for sales and services are made up of a high number of customers from various industries and geographical areas. Private-sector, Spanish customers comprise 3.3% of total trade receivables for sales and services.

In all cases, customers are assessed prior to entering into contracts. This assessment includes a solvency study. Over the course of the contract term, changes in debt are monitored on a constant basis and the recoverable amounts are reviewed, and valuation adjustments are made as necessary.

Liquidity risk

The liquidity risk arising from financing needs, as a result of timing mismatches between the funds required and obtained, is managed by the Company by maintaining an adequate level of cash and marketable securities and by arranging and maintaining sufficient financing lines.

In order to improve the aforementioned liquidity position, the Company:

- Constantly manages its working capital, and in particular, actively manages collections from customers in respect of trade and other receivables.
- Optimises its financial position through the ongoing monitoring of cash projections.
- Manages financing lines arranged through the capital markets.

The Company's repayment schedule at 31 December 2013, which amounts to EUR 261,548 thousand for 2014, is presented in Note 17.1.

The Company's liquidity position at 31 December 2013 consisted of:

- Current financial assets amounting to EUR 703,883 thousand (see Notes 9.2, 9.3.2, 9.3.3 and 10).
- Cash and cash equivalents amounting to EUR 308,283 thousand (see Note 14).
- Available credit and discount lines amounting to EUR 1,027,740 thousand (see Note 17.1).

This position minimises the Company's liquidity risk.

Risk relating to financial instruments associated with the Company's shares

The Company arranges equity swaps tied to its share price in order to hedge the potential loss that might arise from the exercise of the options under the incentive plans described in Note 21.4.

In relation to the financial swaps tied to the Company's share price, the commitment is to pay or receive the result of the change in the share price with respect to the reference price until the maturity of the derivative and to pay a floating interest rate during the term of the swap (see Note 10).

Risk relating to financial instruments associated with the shares of Abertis Infraestructuras, S.A.

In 2012 the Company arranged an equity swap tied to the share price of Abertis Infraestructuras, S.A., which was terminated in 2013.

With respect to the equity swaps tied to the share price, the commitment is to pay or receive the result of the change in the share price with respect to the reference price until the maturity of the derivative and to pay a floating interest rate during the term of the swap (see Note 10.).

10. DERIVATIVE FINANCIAL INSTRUMENTS

In order to mitigate the economic effects of exchange rate fluctuations to which the Company is exposed as a result of its business activities, the Company uses derivative financial instruments, such as currency forwards. In order to hedge the potential loss that might arise from the exercise of the options under the incentive plan described in Note 21.4, the Company arranged an equity swap tied to the price of its shares. The equity swap tied to the share price of Abertis Infraestructuras, S.A. arranged in 2012 was terminated in 2013.

The Company does not allow derivatives to be arranged for speculative purposes.

No collection risks are expected to arise in relation to the amounts that the banks have undertaken to pay to the Company in the future on the basis of the derivatives arranged, since the banks with which they were arranged are highly solvent.

The derivatives arranged by the Company are basically measured by discounting the future cash flows in accordance with the contractual and market conditions at the date of measurement.

The main criteria relating to derivatives are described in Note 4.6. Set forth below is a description of how the fair values of the derivatives arranged by the Company were accounted for at 31 December 2013 as other financial assets or liabilities and of their impact, net of taxes, on equity.

Interest rate derivatives

At 31 December 2013, the Company had not arranged any interest rate swaps.

Foreign currency derivatives

The Company arranges currency forwards in order to avoid the economic impact that currency fluctuations have on payment obligations and collection rights in foreign currencies.

Following is a detail of the outstanding currency forwards at 31 December 2013, indicating, on the one hand, the nominal amounts in euros of the currency forwards, i.e. the amounts that the Company and the banks have agreed to exchange in euros for paying or receiving certain amounts in foreign currencies, classified by maturity, and, on the other, the fair values of the currency forwards, grouped together as other financial assets or liabilities, and their impact, net of taxes, on equity. Also indicated is the range of exchange rates and the nominal amounts in foreign currency arranged.

Concepto	Thousands of euros						Foreign currency per euro	Nominal amount in thousands of foreign currency (on arrangement date)
	Nominal amount (on arrangement date)	Maturity		Fair value included in		Impact on equity (net of tax effect)		
		Within three months	After three months	Asset derivatives	Liability derivatives		Range of exchange rates	
Derivatives not considered as hedges for accounting purposes at the decision of the Company								
Future US dollar purchases against euros	8,337	8,337	-	70	-	49	1.3675	11,400
Future ruble sales against euros	546	546	-	3	-	2	45.5152	24,834
Total	8,883	8,883	-	73	-	51	-	36,234

The detail of the currency forwards arranged at 31 December 2012 is as follows:

	Thousands of euros						Foreign currency per euro	Nominal amount in thousands of foreign currency (on arrangement date)
	Nominal amount (on arrangement date)	Maturity		Fair value included in		Impact on equity (net of tax effect)		
		Within three months	After three months	Asset derivatives	Liability derivatives			
Derivatives not considered as hedges for accounting purposes at the decision of the Company								
Future US dollar purchases against euros	23,599	23,599	-	118	-	82	1.322-1.3264	31,300
Future ruble sales against euros	596	596	-	-	11	(8)	41.685	24,834
Total	24,195	24,195	-	118	11	74	-	-

Derivatives on shares

In relation to the equity swaps tied to the Company's share price, the commitment is to pay or receive the result of the change in the share price with respect to the reference price until maturity of the derivative and to pay a floating interest rate during the term of the swap.

The Company arranges equity swaps tied to its share price in order to hedge the potential loss that might arise from the exercise of the options under the incentive plans described in Note 21.4.

The notional amount of the derivative arranged in 2010 and outstanding at 31 December 2012 was EUR 26,935 thousand, equal to 1,496,414 shares at the reference price of EUR 18 per share. The result of the change in the share price will be positive for the Company if the market price exceeds EUR 18 and negative if it falls below this price.

At 31 December 2013, the value of the derivative recognised in the balance sheet under "Non-Current Assets - Derivatives" was EUR 5,491 thousand (31 December 2012: EUR 5,775 thousand).

In April 2012 the Company arranged an equity swap tied to the share price of Abertis Infraestructuras, S.A. for a notional amount of EUR 411,191 thousand, equal to 36,471,515 shares at the reference price of EUR 11.2743 per share. In October 2012 the Company increased the swap to a notional amount of EUR 477,874 thousand, equal to 40,739,459 shares at the reference price of EUR 11.73 per share. The result of the change in the share price will be positive for the Company if the market price of each Abertis Infraestructuras, S.A. share exceeds EUR 11.73 and will be negative if the share price falls below this price.

At 31 December 2012, the fair value of the equity swap tied to the share price of Abertis Infraestructuras, S.A., which was recorded under "Current Financial Assets - Derivatives", amounted to EUR 26,776 thousand.

On 21 January 2013, the Company exercised the equity swap on a total of 40,739,459 Abertis Infraestructuras, S.A. shares, representing 5% of this company's share capital.

11. INVENTORIES

The detail of "Inventories" at 31 December 2013 and 2013 is as follows:

2013

	Thousands of euros		
	Gross balance bruto	Impairment losses de valor	Net balance neto
Raw materials and other supplies	26,531	(1,191)	25,340
Auxiliary shop projects and site installations	10,653	-	10,653
Advances to suppliers and subcontractors	42,051	-	42,051
Total inventories	79,235	(1,191)	78,044

2012

	Thousands of euros		
	Gross balance	Impairment losses	Net balance
Raw materials and other supplies	20,840	(1,199)	19,641
Auxiliary shop projects and site installations	7,009	-	7,009
Advances to suppliers and subcontractors	47,560	-	47,560
Total inventories	75,409	(1,199)	74,210

At 31 December 2013, EUR 51,792 thousand of the total net balance of "Inventories" relate to UTEs (31 December 2012: EUR 32,641 thousand).

The changes in the write-downs relating to "Inventories" in the balance sheets in 2013 and 2012 were as follows

	Thousands of euros	
	2013	2012
Beginning	1,199	1,223
Additions	-	-
Reversals	(8)	(24)
Ending balance	1,191	1,199

12. TRADE RECEIVABLES FOR SALES AND SERVICES AND CUSTOMER ADVANCES

The detail of "Trade Receivables for Sales and Services" and "Customer Advances" at 31 December 2013 and 2012 is as follows:

Concepto	Thousands of euros	
	2013	2012
Trade receivables for sales and services:		
Amounts to be billed for work/services performed	784,154	767,265
Progress billings	152,288	191,788
Trade notes receivable	1,683	5,891
Retentions	38,416	19,770
Subtotal	976,541	984,714
Customer advances	(214,943)	(237,250)
Total, net	761,598	747,464

The detail of "Trade Receivables for Sales and Services", by type of customer, is as follows:

Type of customer	Thousands of euros	
	2013	2012
Spain:	194,211	293,780
Public sector:	160,705	238,392
Central government	35,497	81,310
Autonomous community government	86,224	85,411
Local government	7,950	13,318
Other agencies	31,034	58,353
Private sector	33,506	55,388
Operations abroad	782,330	690,934
Total	976,541	984,714

At 31 December 2013, EUR 219,835 thousand of the net balance of "Trade Receivables for Sales and Services" and "Customer Advances" relate to UTEs (31 December 2012: 232,471 thousand).

In 2013 EUR 694 thousand of progress billings and EUR 3,677 thousand of promissory notes and trade bills corresponding to this balance sheet heading were traded at banks (2012: EUR 27,352 thousand and EUR 6,260 thousand, respectively).

At 31 December 2013, the balance of trade receivables was net of EUR 135,494 thousand (2012: EUR 229,544 thousand) relating to the accounts receivable from customers assigned without recourse to credit institutions. Since these assignments are without recourse in the event of non-payment, they are treated as a reduction of trade receivables. These transactions bear interest at normal market rates until the bank collects the related amounts from customers or until the deadline stipulated in the related assignment agreement.

A portion of the aforementioned amount relates to the sale of future collection rights arising from the project contracts awarded under the "total price payment" system amounting to EUR 10,677 thousand (2012: EUR 29,169 thousand), which are deducted directly from progress billings receivable.

The balance of "Trade Receivables for Sales and Services - Amounts to be Billed for Work Performed" includes the amounts of the claims filed against customers and those which are in the process of litigation that the Company considers are likely to be obtained (see Note 4.10).

Contract revenue associated with construction contracts and certain services contracts is recognised by reference to the stage of completion pursuant to Note 4.10.

As indicated in that Note, the difference between the revenue recognised and the amounts actually billed to the customer is analysed systematically on a contract-by-contract basis. If the amount billed is lower than the revenue recognised, the difference is recognised as an asset under "Trade and Other Receivables - Trade Receivables for Sales and Services - Amounts to Be Billed for Work Performed", whereas if the amount of revenue recognised is lower than the amount billed, a liability is recognised under "Trade and Other Payables - Customer Advances - Amounts Billed in Advance for Construction Work".

Also, in certain construction contracts advances are agreed upon that are paid by the customer at the inception of the contract, the balance of which is offset against the various progress billings as the contract work is performed. This balance is recognised under "Trade and Other Payables" on the liability side of the balance sheet.

Also, in certain contracts the customer retains a portion of the price to be paid in each progress billing to guarantee the satisfaction of certain obligations under the contract. These retentions are not reimbursed until the contract is definitively settled. These balances are recognised under "Trade and Other Receivables" on the asset side of the balance sheet.

The detail of the amounts recognised in this connection at 31 December 2013 and 2012 is as follows:

Concepto	Thousands of euros			
	2013	2012	Difference	% change
Amounts to be billed for work performed	784,154	767,265	16,889	2.2
Customer advances	(214,943)	(237,250)	22,307	-9.4
Construction contracts, net	569,211	530,015	39,196	7.4
Retentions	38,416	19,770	18,646	94.3
Net advances and retentions	607,627	549,785	57,842	10.5

13. TRADE RECEIVABLES FROM GROUP COMPANIES AND ASSOCIATES

13.1 Trade receivables from Group companies

The detail, by company, of "Trade Receivables from Group Companies" at 31 December 2013 and 2012 is as follows:

2013	
Company	Thousands of euros
Autopista del Norte, S.A.C.	45,321
Autopista Eje Aeropuerto Concesionaria Española, S.A.	42,653
Cercanías Móstoles Navalcarnero, S.A.	27,573
Terminal Cerros de Valparaíso, S.A.	10,626
Constructora de Proyectos Viales de México, S.A. de C.V.	9,169
Autovía de Aragón-Tramo I, S.A.	7,973
OHL Concesiones, S.A.	6,966
OHL Construction Canadá Inc.	5,993
Constructora TP, S.A.C.	4,031
Euroglosa 45 Concesionaria Comunidad Madrid, S.A.	3,002
Ecolaire España, S.A.	2,903
OHL Arabia LLC	1,550
Agrupación Guinovart Obras y Servicios Hispania, S.A.	1,297
S.A. Trabajos y Obras	983
OHL Industrial, S.L.	963
OHL ZS, a.s.	822
Sector Huesca Trcs, S.A.	796
Asfaltos y Construcciones Elsan, S.A.	496
OHL Desarrollos México, S.A. de C.V.	479
Community Asphalt Corp.	478
OHL Colombia, S.A.S.	448
OHL Industrial Mining & Cement, S.A.	441
EyM Instalaciones, S.A.	423
Construcciones Adolfo Sobrino, S.A.	396
Instituto de Gestión Sanitaria, S.A.	362
Less than EUR 300 thousand	2,211
Total trade receivables from Group companies	178,355

2012

Company	Thousands of euros
Autopista Eje Aeropuerto Concesionaria Española, S.A.	42,665
OHL Concesiones, S.A.	20,640
Cercanías Móstoles Navalcarnero, S.A.	12,252
Constructora de Proyectos Viales de México, S.A. de C.V.	11,834
Autopista del Norte, S.A.C.	10,805
Superficialia Los Bermejales, S.A.	10,598
Autovía de Aragón-Tramo I, S.A.	7,979
Ecolaire España, S.A.	4,609
OHL Construction Canadá, Inc.	4,040
Concesionaria Mexiquense, S.A.	2,885
Agrupación Guinovart Obras y Servicios Hispania, S.A.	1,120
S.A. Trabajos y Obras	835
OHL ZS, a.s.	744
Sector Huesca Tres, S.A.	676
OHL Industrial, S.L.	443
EyM Instalaciones, S.A.	400
Community Asphalt Corp.	323
OHL Desarrollos México, S.A. de C.V.	323
Less than EUR 300 thousand	2,718
Total trade receivables from Group companies	135,889

13.2 Trade receivables from associates

“Trade Receivables from Associates” includes the trade receivables from associates and the trade receivables at 31 December 2013 and 2013 resulting from the UTEs, after the proportionate consolidation of their balance sheets and the related eliminations, the detail being as follows:

2013

Entity	Thousands of euros
UTE Rizzani OHL Boodai Trevi (JV4), Kuwait	8,704
UTE Ayacucho Kishuara, Perú	2,622
UTE Marmaray, Turquía	809
UTE FFCC Cuantitlan Buenavista, México	222
UTE Servicios Madrid	163
UTE Duplicación Sta María-El Pagador	144
Urbs Iudex Et Causidicus, S.A.	2,853
Nuevo Hospital de Burgos, S.A.	1,576
Centro Canalejas Madrid, S.L.	1,224
Concessió Estacions Aeroport L-9, S.A.	957
Phunciona Gestión Hospitalaria, S.A.	235
Avalora Tecnologías de la Información, S.A.	30
E.M.V. de Alcalá de Henares, S.A.	17
Arenales Solar PS, S.L.	2
Nova Bocana Business, S.A.	2
Total trade receivables from associates	19,560

2012

Entity	Thousands of euros
UTE Rizzani Ohl Boodai Trevi (JV4), Kuwait	8,409
UTE Duplicación Sta María - El Pagador	385
UTE FCC Cuatitlan Buenavista, Mexico	235
Less than EUR 60 thousand	49
Urbs Iudex et Causidicus, S.A.	2,709
Nova Bocana Business, S.A.	1,441
Concessió Estacions Aeroport L-9, S.A.	1,399
Phunciona, Gestión Hospitalaria, S.A.	1,054
Nuevo Hospital de Burgos, S.A.	313
Nova Bocana Barcelona, S.A.	115
Avalora Tecnologías de la Información, S.A.	20
Centro Canalejas Madrid, S.L.	18
Arenales Solar PS, S.L.	4
E.M.V. de Alcalá de Henares, S.A.	3
Total trade receivables from associates	16,154

14. CASH AND CASH EQUIVALENTS

"Cash and Cash Equivalents" relates to the Company's fully liquid assets and includes cash on hand and at banks and short-term bank deposits with an original maturity of three months or less. These balances are not restricted as to their use and are not subject to a risk of changes in value.

15. EQUITY AND SHAREHOLDERS' EQUITY

15.1 Share capital

At 31 December 2013, share capital amounted to EUR 59,845 thousand and consisted of 99,740,942 fully subscribed and paid bearer shares of EUR 0.60 par value each.

The detail of the only company with a direct or indirect ownership interest of 10% or more in the share capital of Obrascón Huarte Lain, S.A. at 31 December 2013 is as follows:

Company	% of ownership
Inmobiliaria Espacio, S.A.	61.06

The shares of Obrascón Huarte Lain, S.A. are listed on the Madrid and Barcelona Stock Exchanges and are traded on the Spanish Stock Market Interconnection System.

15.2 Legal reserve

Under the Consolidated Spanish Limited Liability Companies Law, 10% of net profit for each year must be transferred to the legal reserve until the balance of this reserve reaches at least 20% of the share capital.

Until the legal reserve exceeds the indicated limit, it can only be used to offset losses, in the event that sufficient other reserves are not available for this purpose. The legal reserve can be used to increase capital provided that the remaining reserve balance does not fall below 10% of the increased share capital amount.

The distribution of profit for 2013 proposed by the directors does not include any appropriation to the legal reserve, since the stipulated level had been reached in prior years.

15.3 Share premium

The Consolidated Spanish Limited Liability Companies Law expressly permits the use of the share premium account balance to increase capital and does not establish any specific restrictions as to its use.

15.4 Other reserves

At 31 December 2013, "Other Reserves" included voluntary reserves amounting to EUR 90,386 thousand, the reserve for retired capital amounting to EUR 3,856 thousand and the reserve for the adjustment of share capital to euros amounting to EUR 91 thousand.

The reserve for retired capital arose as a result of the capital reductions through the retirement of treasury shares in 2006 and 2009 and was set up pursuant to current legislation safeguarding the guarantee provided by equity vis-à-vis third parties.

This reserve is restricted and may only be used if the same conditions established to reduce share capital are met, i.e. the shareholders at the Annual General Meeting decide in relation to the restrictions as to the use thereof.

15.5 Limitations on the distribution of dividends

Until the balance of "Development Expenditure" has been fully amortised, no dividends may be distributed unless the unrestricted reserves are at least equal to the amount of the unamortised balance of this heading. Consequently, at 2013 year-end EUR 6,646 of the balances of "Share Premium" and "Other Reserves" were restricted.

15.6 Treasury shares

At 2013 year-end the Company held 246,534 treasury shares with a total value of EUR 5,921 thousand.

The changes in treasury shares in 2012 and 2013 were as follows:

	No. of shares	Thousands of euros
Balance at 31 December 2011	58,750	1,134
Purchases	5,187,581	103,475
Sales	4,400,690	90,904
Balance at 31 December 2012	845,641	13,705
Purchases	6,524,876	179,653
Sales	7,123,983	187,437
Balance at 31 December 2013	246,534	5,921

15.7 Grants

The information on the grants received by the Company in 2013 and 2012, which form part of equity, and on the amounts taken to income in this connection is as follows:

2013

Grantor	Private sector/Level of government	Thousands of euros				
		Beginning balance	Increase	Amount taken to income	Amount repaid	Ending balance
Ministry of Economy and Competitiveness	Central government	113	-	(25)	-	88
Ministry of Industry, Energy and Tourism	Central government	38	-	(13)	-	25
Spanish Centre for Industrial Technological Development	Central government	2,005	100	(193)	(35)	1,877
Madrid Development Institute	Local government	65	-	-	-	65
European Commission	Other agencies	55	-	-	-	55
Tax effect		(683)	(30)	70	10	(633)
Total grants		1,593	70	(161)	(25)	1,477

2012

Grantor	Private sector/Level of government	Thousands of euros				
		Beginning balance	Increase	Amount taken to income	Amount repaid	Ending balance
Ministry of Economy and Competitiveness	Central government	136	-	(22)	(1)	113
Ministry of Industry, Energy and Tourism	Central government	55	-	(17)	-	38
Spanish Centre for Industrial Technological Development	Central government	1,774	260	(13)	(16)	2,005
Madrid Development Institute	Local government	65	-	-	-	65
European Commission	Other agencies	-	55	-	-	55
Tax effect		(609)	(94)	15	5	(683)
Total grants		1,421	221	(37)	(12)	1,593

At the end of 2013 and 2012 the Company had met all the requirements for receiving and using the aforementioned grants.

16. PROVISIONS AND CONTINGENT ASSETS AND LIABILITIES

16.1 Provisions

The detail of the provisions in the balance sheets at 31 December 2013 and 2012 is as follows:

Long-term provisions	Thousands of euros	
	2013	2012
Provisions for taxes	3,249	11,270
Provisions for litigation in progress	75,821	76,039
Provisions for investees	1,848	1,848
Other provisions	17,471	16,506
Total long-term provisions	98,389	105,663

The balance of long-term provisions includes a provision for contingencies and charges the purpose of which is to cover the possible adverse economic effects of contingent liabilities (see Note 16.3).

Short-term provisions	Thousands of euros	
	2013	2012
Provisions for project completion	29,963	41,829
Provisions for management and other	6,823	9,456
Other provisions	129,890	110,699
Total short-term provisions	166,676	161,984

Of the total balance of short-term provisions, at 31 December 2013, EUR 82,113 thousand related to UTEs (2012: EUR 86,690 thousand), of which EUR 18,484 thousand related to project completion (2012: EUR 29,933 thousand), EUR 3,077 thousand to management and other fees (2012: EUR 5,074 thousand) and EUR 60,552 thousand to other provisions (2012: 51,683 thousand).

16.2 Contingent assets

There were no contingent assets at 31 December 2013.

16.3 Contingent liabilities

Guarantee commitments to third parties

The contingent liabilities include the normal liability of construction companies for the performance and completion of the project contracts held by the Company itself and by the UTEs in which it has interests. The Company also has secondary liability for the obligations of its subcontractors to the social security system with respect to their site employees. No losses are expected to arise for the Company in this connection.

At 31 December 2013, the Company had provided guarantees totalling EUR 1,520,934 thousand (31 December 2012: EUR 1,426,766 thousand), of which, as is standard practice in the industry, EUR 1,205,787 thousand (31 December 2012: EUR 1,336,599 thousand) related to completion bonds and the remainder to provisional guarantees for project bids and guarantees provided for associates arising from technical and financial aspects of energy projects at the start-up phase.

Also, the Company had provided unsecured and joint and several guarantees to various entities (mainly banks) as security for the bank transactions for various Group companies and associates, which amounted to EUR 13,286 thousand at 31 December 2013 (31 December 2012: EUR 11,366 thousand).

The Company's directors do not expect any additional liabilities to arise in connection with these guarantees that might affect the 2013 financial statements.

Litigation

At the end of 2013 certain litigation and claims were in progress against the Company arising from the ordinary course of its operations.

The most significant litigation is as follows:

- On 6 December 2012, the Company filed a request for arbitration at the International Chamber of Commerce against Société Nationale Pour La Recherche, La Production, Le Transport, La Transformation, et La Commercialisation des Hydrocarbures, S.P.A. (Sonatrach), in relation to the construction contract for the Orán Convention Centre. In the initial phase of the procedure, Sonatrach announced a counterclaim for an unquantified amount. According to the timetable envisaged for the procedure, on 14 February 2014 the Company filed its final claim, demanding a payment of EUR 172,188 thousand and DZD 4,952 million (EUR 46,008 thousand), supported by the report prepared by an external consultant.
- On 20 September 2013, the Company filed a request for arbitration at the International Chamber of Commerce against L'Agence Nationale des Autoroutes (Algeria), arising from

the construction contract for the second Algiers ring-road, between Boudouau and Zeralda. The procedure is now in its final phase, in which the Company filed an initial claim for EUR 116,236 (DZD 12,512 million) and L'Agence Nationale des Autorites announced a counterclaim which it initially valued at EUR 65,002 thousand (DZD 6,997 million). The Company filed its initial claim in cooperation with an external consultant.

In addition to the aforementioned litigation, the Company is involved in other minor lawsuits arising from the ordinary course of its operations, none of which are for a significant individual amount.

However, the Group recognised provisions for contingencies and charges (see Note 4.11.) for the purpose of meeting any adverse economic effects that might arise.

17. NON-CURRENT AND CURRENT PAYABLES

17.1 Financial liabilities

The detail of "Non-Current Payables" at 31 December 2013 and 2012 is as follows:

2013

		Thousands of euros				
		Non-current financial instruments				
Categories	Classes	Debt instruments and other marketable securities	Bank borrowings	Obligations under finance leases	Other financial liabilities	Total
	Accounts payable		1,238,231	419	2,865	3,127
Total non-current payables		1,238,231	419	2,865	3,127	1,244,642

2012

		Thousands of euros				
		Non-current financial instruments				
Categories	Classes	Debt instruments and other marketable securities	Bank borrowings	Obligations under finance leases	Other financial liabilities	Total
	Accounts payable		1,235,030	23,445	4,567	6,332
Total non-current payables		1,235,030	23,445	4,567	6,332	1,269,374

The full amount of "Non-Current Payables" at 31 December 2013 and 2012 related to the Parent, and there were no balances at the UTEs.

"Current Payables - Debt Instruments and Other Marketable Securities" and "Non-Current Payables - Debt Instruments and Other Marketable Securities" include the principal and the accrued interest payable at 31 December 2013 for the following long-term bonds issued in Europe:

- Issue launched in April 2010 for an initial nominal amount of EUR 700,000 thousand maturing in 2015. This issue saw the exchange of bonds issued in 2007 for a nominal amount of EUR 178,400 thousand. The annual interest rate is 7.375%.
- Issue launched in March 2011 for an initial nominal amount of EUR 425,000 thousand maturing in 2018. In parallel to the issue, a pre-cancellation offer for the bonds issued in 2007 was launched, of which 56% (EUR 234,050 thousand) were redeemed and the remaining EUR 187,550 thousand were redeemed in 2012. The annual interest rate is 8.75%.
- Issue launched in 2012 for an initial nominal amount of EUR 300,000 thousand maturing in 2020. EUR 176,250 thousand of this issue were used to partially repurchase bonds issued in 2010 and maturing in 2015. The annual interest rate is 7.625%.

The balance of bond issues at 31 December 2013 amounted to EUR 1,262,612 thousand (31 December 2012: EUR 1,259,410 thousand), the detail being as follows:

	Thousands of euros		Year of final maturity	Issue currency
	2013	2012		
2010 issue	527,452	525,345	2015	Euros
2011 issue	432,851	432,282	2018	Euros
2012 issue	302,309	301,783	2020	Euros
Total	1,262,612	1,259,410		

In connection with the 2010, 2011 and 2012 issues, the companies maintain their commitment to achieve certain financial ratios, which were being achieved in full at 31 December 2013.

The average interest rate on the bond issues was 7.90% in 2013 (2012: 7.81%).

The detail of "Current Payables" at 31 December 2013 and 2012 is as follows:

2013

Categories	Classes	Thousands of euros					Total
		Current financial instruments					
		Debt instruments and other marketable	Bank borrowings	Obligations under finance leases	Derivatives	Other financial liabilities	
Accounts payable		203,923	57,625	1,034	-	30,569	293,151
Total current payables		203,923	57,625	1,034	-	30,569	293,151

2012

Categories	Classes	Thousands of euros					Total
		Current financial instruments					
		Debt instruments and other marketable securities	Bank borrowings	Obligations under finance leases	Derivatives	Other financial liabilities	
Accounts payable		24,380	80,775	4,447	11	20,568	130,181
Total current payables		24,380	80,775	4,447	11	20,568	130,181

EUR 2,662 thousand of total current payables related to UTEs at 31 December 2013 (31 December 2012: EUR 3,526 thousand).

In April 2013 the Company registered a Euro Commercial Paper (ECP) programme on the Irish Stock Exchange (ISE) under the framework of which it may issue short-term notes (maturing at between 1 and 364 days) and a maximum outstanding amount of EUR 300 million. This programme provides greater diversification to the financial structure by means of a new short-term source of financing in the capital market that constitutes an alternative to the traditional banking market. At 31 December 2013, notes under this programme had been issued amounting to EUR 263,441 thousand, with an outstanding balance of EUR 179,542 thousand. The average interest rate on the issue of these notes was 2.95% in 2013.

The detail, by maturity, of "Non-Current Payables" and "Current Payables" is as follows:

	Thousands of euros						
	2014	2015	2016	2017	2018	Subsequent years	Total
Debt instruments and other marketable securities	203,923	520,679	-	-	421,949	295,603	1,442,154
Bank borrowings	57,625	38	38	39	40	264	58,044
Subtotal of debt instruments and other marketable securities and bank borrowings	261,548	520,717	38	39	421,989	295,867	1,500,198
Obligations under finance leases	1,034	2,865	-	-	-	-	3,899
Derivatives	-	-	-	-	-	-	-
Other financial liabilities	30,569	1,965	206	198	159	599	33,696
Total non-current and current payables	293,151	525,547	244	237	422,148	296,466	1,537,793

At 31 December 2013, the Company had been granted a loan of EUR 456 thousand (2012: EUR 1,380 thousand), which is secured by a mortgage on investment property consisting of housing units and garages in Fuengirola (see Note 7).

The sensitivity of the Company's profit to a 0.5% increase in the interest rates applicable to bank borrowings, without considering borrowings at fixed interest rates, would have an impact of EUR 196 thousand on the Company's profit.

The Company had been granted discount lines and credit facilities at 31 December 2013 and 2012 with the following limits:

	Thousands of euros			
	2013		2012	
	Limit	Undrawn amount	Limit	Undrawn amount
Discount facilities	29,493	28,157	34,484	31,688
Credit facilities	1,059,919	999,583	996,561	898,571
Total	1,089,412	1,027,740	1,031,045	930,259

Of the credit facilities drawn down by the Company, maturing in 2013, EUR 27,000 euros relate to lines arranged with renewal clauses.

In 2013 the discount lines and credit facilities bore average interest at 3.22% and 3.41%, respectively (2012: 3.29% and 3.09%, respectively).

17.2 Non-current and current payables to Group companies and associates

The detail of "Non-Current and Current Payables to Group Companies and Associates" at 31 December 2013 and 2012 is as follows:

2013

Entity	Thousands of euros		
	Group companies		Associates
	Non-current	Current	Current
OHL Investments, S.A.	394,800	5,390	-
OHL Concesiones, S.A.	-	232,129	-
OHL Andina, S.A.	-	41,462	-
S.A. Trabajos y Obras	-	33,827	-
Constructora de Proyectos Viales México, S.A. de C.V.	134,872	26,524	-
Agrupación Guinovart Obras y Servicios Hispania, S.A.	-	18,769	-
Sociedad Concesionaria Centro Justicia de Santiago, S.A.	-	18,010	-
OHL Concesiones Argentina, S.A.	23,594	12,645	-
OHL Emisiones, S.A.U.	-	10,809	-
Construcciones Adolfo Sobrino, S.A.	-	10,396	-
OHL Arabia LLC	-	4,246	-
OHL Industrial, S.L.	-	3,166	-
Obrascón Huarte Lain, Construcción Internacional, S.L.	-	2,456	-
OHL Austral, S.A.	-	2,456	-
Tenedora de Participaciones Tecnológicas, S.A.	-	2,006	-
Obrascón Huarte Lain, Desarrollos, S.L.	-	566	-
OHL Industrial Power, S.A.	-	434	-
Josefa Valcarcel 42, S.A.	-	421	-
Comercial de Materiales de Incendios, S.L.	-	396	-
Inferiores a 300 mil	206	948	-
UTE Hospital Sidra. Qatar	-	-	16,582
UTE FFCC Cuantitlan Buenavista México	-	-	12,262
UTE FFCC Ankara-Estambul, Turquía	-	-	5,198
Consorcio Túneles Cerro S. Eduardo. Guayaquil. Ecuador	-	-	1,643
UTE Depuradora Konya. Turquía	-	-	1,389
UTE Estaciones Metro Doha. Qatar	-	-	900
UTE Rizzani OHL. Boodai Trevi (JV4). Kuwait	-	-	827
UTE Centro Botín	-	-	815
UTE Costa Calma	-	-	640
Consorcio Hospital Alajuela. Costa Rica	-	-	366
UTE Hospital de Córdoba. Argentina	-	-	329
UTE Arucas - Pagador	-	-	168
UTE Sarria Cent Hidráulica	-	-	112
UTE Reforma Edar Pitar Horadada	-	-	93
UTE Schofields Road. Australia	-	-	73
UTE Peak Down Highway. Australia	-	-	69
UTE Dársena de San Andrés	-	-	68
UTE Caldereta-Corrales	-	-	62
UTE Edificio Cisca FII	-	-	62
Inferiores a 60 mil	-	-	488
Avalora Tecnologías de la Información, S.A.	-	-	2,723
Nova Bocana Business, S.A	-	-	765
Total	553,472	427,056	45,634

2012

Entity	Thousands of euros		
	Group companies		Associates
	Non-current	Current	Current
OHL Concesiones, S.A.	-	522,884	-
Constructora de Proyectos Viales México, S.A. de C.V.	-	102,138	-
Aeropistas, S.L.	56,542	-	-
OHL Industrial, S.L.	-	34,165	-
OHL Andina, S.A.	-	34,151	-
OHL Concesiones Argentina, S.A.	29,644	2,278	-
OHL Arabia, LLC.	-	30,152	-
S.A. Trabajos y Obras	-	17,379	-
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	-	12,512	-
Construcciones Adolfo Sobrino, S.A.	-	10,463	-
OHL Austral, S.A.	-	6,498	-
Constructora TP, S.A.C.	-	4,861	-
Construcciones Enrique de Luis, S.A.	-	3,573	-
Obrascón Huarte Lain, Desarrollos, S.L.	-	3,091	-
Agrupación Guinovart Obras y Servicios Hispania, S.A.	-	2,743	-
EyM Instalaciones, S.A.	-	1,833	-
Tenedora de Participaciones Tecnológicas, S.A.	-	1,403	-
Obrascón Huarte Lain, Construcción Internacional, S.L.	-	849	-
Asfaltos y Construcciones Elsan, S.A.	-	417	-
Josefa Valcárcel 42, S.A.	-	408	-
OHL Industrial Power, S.A.	-	376	-
OHL México, S.A.B. de C.V.	-	343	-
Less than EUR 300 thousand	206	1,044	-
UTE Marmaray, Turkey	-	-	44,736
UTE FFCC Cuatitlan Bucnavista, Mexico	-	-	12,896
UTE FFCC Ankara-Istanbul, Turkey	-	-	5,269
UTE Hospital Sidra, Qatar	-	-	4,816
UTE Caldereta-Corrales	-	-	3,231
UTE Costa Calma	-	-	2,106
UTE Peak Down Highway, Australia	-	-	1,876
Consortio Túneles Cerro S. Eduardo, Guayaquil, Ecuador	-	-	1,713
UTE Depuradora Konya, Turkey	-	-	1,067
UTE Avilés Margen Derecha	-	-	668
Consortio Hospital Alajuela, Costa Rica	-	-	354
UTE Schofields Road, Australia	-	-	305
UTE Hospital de Córdoba, Argentina	-	-	229
UTE Los Bermejales	-	-	199
UTE Escuelas de Córdoba, Argentina	-	-	192
UTE Arucas - Pagador	-	-	188
UTE Marina Port Vell	-	-	161
UTE Sancamiento Oropesa-Ribera Cabanes	-	-	161
UTE Aut A-22 Ponzano-Velillas	-	-	160
UTE Sarriá Central Hidráulica	-	-	115
UTE Tramo: la Robla-T Pajares	-	-	101
UTE Reforma Edar Pilar Horadada	-	-	93
UTE Centro Botín	-	-	85
UTE Dársena de San Andrés	-	-	69
UTE Terminal Atraque Vopak	-	-	68
UTE Edar Almadén-Chillón	-	-	66
Less than EUR 60 thousand	-	-	538
Avalora Tecnologías de la Información, S.A.	-	-	2,898
Nova Bocana Business, S.A.	-	-	401
Total	86,392	793,561	84,761

The long- and short-term financial contributions of Group companies bore average interest at 4.65% and 5.36%, respectively, in 2012 (2012: 5.53% and 4.41%). The other balances do not bear interest because they relate to trading transactions.

18. TRADE PAYABLES

18.1 Disclosures on the payment periods to suppliers. Additional Provision Three. "Disclosure obligation" provided for in Law 15/2010, of 5 July

Law 15/2010, of 5 July, establishes measures for combating late payment in commercial transactions, and the Spanish Accounting and Audit Institute ("ICAC") Resolution of 29 December 2010, implementing the disclosure obligation provided for in Additional Provision Three of the aforementioned law.

The disclosures on the payments made and payments outstanding at 31 December 2013 and 2012 are as follows:

Concepto	Thousands of euros			
	2013		2012	
Within the maximum payment period	336.386	91.3%	614,539	91.1%
Remainder	32.178	8.7%	60.250	8.9%
Total payments made in the year	368,564	100.0%	674,789	100.0%
Weighted average period of late payment	33.57		32.28	
Payments at year-end not made in the maximum payment period	7,798		2,469	

"Remainder" includes the payments that exceed the maximum payment period.

Weighted average period of late payment was calculated as the quotient whose numerator is the result of multiplying the payments made to suppliers outside the maximum payment period by the number of days of late payment and whose denominator is the total amount of the payments made in the year outside the maximum payment period.

"Payments at Year-End Not made in the Maximum Payment Period" includes the balance payable to suppliers past due by more than the maximum payment period at 31 December 2013 and 2012.

18.2 Trade payables - Group companies and associates

The detail of "Trade Payables to Group Companies" and "Trade Payables to Associates" at 31 December 2013 and 2012 is as follows:

Entity	Thousands of euros	
	Group companies	Associates
Autopista del Norte, S.A.C.	24,927	-
Cercanías Móstoles Navalcarnero, S.A.	7,063	-
Constructora TP, S.A.C.	2,758	-
Terminal Cerros de Valparaíso, S.A.	1,744	-
Agrupación Guinovart Obras y Servicios Hispania, S.A.	587	-
EyM Instalaciones, S.A.	467	-
Catalana de Seguretat i Comunicacions, S.L.	438	-
UTE Rizzani OHL Boodai Trevi (JV4).Kuwait	-	4,635
UTE Ayacucho Kishuara, Perú	-	3,386
Avalora Tecnologías de la Información, S.A.	-	1,202
Less than EUR 300 thousand	561	9
Totales	38,545	9,232

2012

Entity	Thousands of euros	
	Group companies	Associates
Autopista del Norte, S.A.C.	31,539	-
Cercanías Móstoles Navacarnero, S.A.	7,000	-
EyM Instalaciones, S.A.	2,041	-
Constructora TP, S.A.C.	2,026	-
Asfaltos y Construcciones Elsan, S.A.	1,951	-
Concesionaria Mexiquense, S.A.	300	-
UTE Rizzani OHL Boodai Trevi (JV4), Kuwait	-	5,997
Concessió Estacions Aeroport L-9, S.A.	-	3,970
Avalora Tecnologias de la Información, S.A.	-	384
Less than EUR 300 thousand	913	2
Total	45,770	10,353

These balances do not bear interest because they relate to trading transactions.

19. TAX MATTERS

19.1 Current tax receivables and payables

The detail of the current tax receivables and payables at 31 December 2012 and 2011 is as follows:

Tax receivables

	Thousands of euros	
	2013	2012
Current tax assets:	31,906	7,356
Income tax prepayments	1,331	1,188
Withholdings from tax on income from movable capital	6,090	4,144
Tax refunds receivable	24,485	2,024
Other tax receivables:	42,250	30,618
VAT/Canary Islands general indirect tax refundable	39,648	27,639
Other tax receivables	1,873	2,153
Social security taxes refundable	729	826
Total	74,156	37,974

Tax payables

	Thousands of euros	
	2013	2012
Current tax liabilities:	47,711	20,789
Income tax payable	47,711	20,789
Other tax payables:	42,489	48,334
VAT/Canary Islands general indirect tax payable	31,235	30,042
Personal income tax withholdings payable	3,230	3,426
Tax on income from movable capital/tax on property acquisitions/non-resident income tax payable	464	3,973
Other tax payables	2,772	7,053
Accrued social security taxes payable	4,788	3,840
Total	90,200	69,123

19.2 Reconciliation of the accounting profit to the tax loss

The Company has filed consolidated income tax returns since 1999 and is the Parent of the consolidated tax group.

The 2013 income tax expense (benefit) includes the following items:

- EUR 15,296 thousand relating to Spanish income tax.
- The expense for taxes similar to Spanish income tax paid abroad by branches and UTEs, amounting to EUR 24,078 thousand.

Income tax is calculated on the basis of the accounting profit (loss) determined by application of generally accepted accounting principles, which does not necessarily coincide with the taxable profit (tax loss).

The reconciliation of the accounting profit to the tax loss at 31 December 2013 and 2012 is as follows

2013	Thousands of euros		
	Increase	Decrease	Total
Accounting profit before tax			110,684
Permanent differences	115,249	211,935	(96,686)
Temporary differences:			
Arising in the year	21,646	69,643	(47,997)
Arising in prior years	30,087	78,129	(48,042)
Tax loss			(82,041)

2012	Thousands of euros		
	Increase	Decrease	Total
Accounting profit before tax			285,517
Permanent differences	211,106	617,300	(406,194)
Temporary differences:			
Arising in the year	74,037	62,314	11,723
Arising in prior years	51,020	21,476	29,544
Tax loss			(79,410)

The permanent differences relate mainly to expenses not considered to be deductible for tax purposes, profits obtained abroad, the recognition and use of provisions treated as permanent differences, finance costs exceeding the legally-established limit and the elimination of dividends received from tax group companies.

The temporary differences arose mainly from:

- The profit of UTEs, the recognition of which for tax purposes is deferred one year.

The recognition and use of provisions not considered to be tax deductible or taxable

19.3 Detail of the Spanish income tax expense

The detail of the Spanish income tax expense (benefit) at 31 December 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Current tax	(24,612)	(23,823)
Deferred tax	28,811	(12,380)
Positive/negative adjustments to income tax	(19,495)	159,814
Total tax expense (benefit)	(15,296)	123,611

19.4 Tax recognised in equity

The detail of the taxes recognised directly in equity at 31 December 2013 and 2013 is as follows:

<u>2013</u>	Thousands of euros		
	Increase	Decrease	Total
Current taxes	-	-	-
Total current taxes	-	-	-
Deferred taxes			
Arising in the year:			
Available-for-sale financial assets	494	494	-
Grants	-	20	(20)
Arising in prior years:			
Available-for-sale financial assets	80	101	(21)
Grants	70	-	70
Total deferred taxes	644	615	29
Total taxes recognised directly in equity	644	615	29

2012	Thousands of euros		
	Increase	Decrease	Total
Current taxes			
Total current taxes			
Deferred taxes			
Arising in the year:			
Available-for-sale financial assets	424	403	21
Grants	-	89	(89)
Arising in prior years:			
Grants	15	-	15
Total deferred taxes	439	492	(53)
Total taxes recognised directly in equity	439	492	(53)

19.5 Deferred tax assets

The detail of "Deferred Tax Assets" at 31 December 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Deductible temporary differences	71,271	78,701
Tax loss carryforwards	16,035	10,064
Unused tax credits	-	-
Total deferred tax assets	87,306	88,765

At 31 December 2013, deferred tax assets relating to tax loss carryforwards included EUR 15,122 thousand corresponding to the tax losses incurred by Obrascón Huarte Lain, S.A. (31 December 2012: EUR 0), and EUR 913 thousand (31 December 2012: EUR 10,064 thousand) corresponding to the tax losses of certain companies in the tax group that have been recognised by Obrascón Huarte Lain, S.A., pursuant to the agreement entered into by them, as a result of which an account receivable to those companies was recognised for the same amount.

The deferred tax assets indicated above were recognised in the balance sheet because the Company's directors considered that, based on their best estimate of the future earnings of the companies composing the tax group, it is probable that these assets will be recovered.

The detail of the tax loss carryforwards available for offset in future tax returns, the majority of which have not been recognised at 31 December 2013, is as follows:

Año	Thousands of euros	
	Amount available for offset	Last year for offset
2003	32,411	2021
2004	112,752	2022
2005	36,456	2023
2010	37,051	2028
2011	128,680	2029
2012	36,580	2030
2013	32,522	2031
	416,452	

At 31 December 2013, the detail of the tax credits available for deduction in future tax returns filed with the tax authorities is as follows:

Type of tax credit	Thousands of euros	
	Amount	Last year for use:
Dividends	1.492	2014
International tax credits	12.096	2014
Reinvestment tax	4.524	2017
R&D+i tax credits	9.549	2018
Other	8.259	2014

19.6 Deferred tax liabilities

The detail of "Deferred Tax Liabilities" at 31 December 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Taxable temporary differences	56,739	44,306
Total deferred tax liabilities	56,739	44,306

19.7 Years open for review and tax audits

In 2013 the Company earned a reinvestment tax credit of EUR 649 thousand (2012: EUR 25 thousand), which is the result of applying a tax rate of 12% to income of EUR 5.408 thousand (2012: EUR 208 thousand). Following is a breakdown of the years and the assets in which the reinvestment was made:

	Thousands of euros				
	2009	2010	2011	2012	2013
Intangible assets	-	-	-	-	-
Property, plant and equipment	-	513	751	292	-
Investments in Group companies and associates	1,459	-	-	-	20,060

Under current legislation, taxes cannot be deemed to have been definitively settled until the tax returns filed have been reviewed by the tax authorities or until the four-year statute-of-limitations period has expired. At 2013 year-end the Company and its UTEs had all the tax returns for the taxes applicable to them which were filed in the last four years open for review by the tax authorities.

The Company is awaiting a court decision regarding a VAT assessment for 2007, which amounts to EUR 21,711 thousand, of which EUR 18,187 related to the deficiency and the remainder to late-payment interest for the period from 30 January 2008 to the date the VAT assessment was issued in 2011. The point of contention relates to the tax point relating to the output VAT charged by the subcontractors, and, accordingly, since it is a timing issue, the cost for the Company, in the worst-case scenario, would be limited to the interest relating to the period of time between the date on which the Company deducted the VAT, in 2007, and the date on which the tax authorities consider it should have been deducted, in 2008.

The Company's directors consider that the tax returns for all the Company's taxes have been filed correctly and, therefore, even in the event of discrepancies in the interpretation of current tax legislation in relation to the tax treatment afforded to certain transactions, such liabilities as might arise would not have a material effect on the accompanying financial statements.

20. UTEs

The detail of the sales, assets and liabilities of the UTEs at 31 December 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Revenue	478,344	575,814
Non-current assets	18,458	13,853
Current assets	423,707	443,885
Non-current liabilities	-	-
Current liabilities	442,165	457,738

Appendix I includes information on the percentage of ownership and revenue relating to the main UTEs in which the Company has interests.

21. INCOME AND EXPENSES

21.1 Revenue

The revenue of Obrascón Huarte Lain, S.A. in 2013 amounted to EUR 1,230,814 thousand (2012: EUR 1,157,207 thousand). The detail, by business activity, customer and geographical market, is as follows:

Business activity	Thousands of euros	
	2013	2012
Civil engineering work in Spain	184,892	297,009
Roads	57,167	140,072
Hydraulic works	18,877	24,704
Railways	87,444	71,598
Maritime	11,907	34,641
Other civil engineering work	9,497	25,994
Building construction in Spain	113,280	244,047
Residential building construction	6,634	10,751
Other buildings	106,646	233,296
Others	6,774	-
Total construction in Spain	304,946	541,056
International civil engineering work	632,487	324,697
Roads	380,808	211,815
Hydraulic works	49,378	1,299
Railways	187,796	108,215
Maritime	12,619	-
Other civil engineering work	1,886	3,368
Building construction abroad	281,583	279,605
Other buildings	281,583	279,605
Total construction abroad	914,070	604,302
Total construction	1,219,016	1,145,358
Total concessions	11,798	11,849
Total revenue	1,230,814	1,157,207

Type of customer	Thousands of euros	
	2013	2012
Spain:		
Public-sector customers:	224,796	314,094
Central government	69,204	132,007
Autonomous community government	56,209	68,698
Local government	21,991	20,095
Other agencies	77,392	93,294
Private-sector customers	91,948	238,811
Total Spain	316,744	552,905
Abroad:		
Public-sector customers	311,335	208,867
Private-sector customers	602,735	395,435
Total abroad	914,070	604,302
Total revenue	1,230,814	1,157,207

Geographical market	Thousands of euros	
	2013	2012
Spain:		
Andalusia	28,768	89,241
Aragon	6,827	5,834
Asturias	5,131	11,940
The Balearic Islands	2,589	11,783
The Canary Islands	20,883	21,310
Cantabria	14,047	17,668
Castilla La Mancha	3,280	9,139
Castilla y León	34,180	21,162
Catalonia	28,421	104,910
Extremadura	12,093	15,345
Galicia	51,345	26,046
La Rioja	70	237
Madrid	85,408	184,386
Murcia	215	665
Navarre	185	1,733
The Basque Country	-	11
Valencia	23,303	31,495
Total Spain	316,745	552,905
Abroad:		
Algeria	95,023	51,576
Australia	30,315	16,462
Chile	91,638	26,493
Kuwait	53,690	48,760
Peru	235,668	91,301
Poland	124,450	74,194
Qatar	130,548	216,461
Turkey	151,672	66,696
Other countries	1,065	12,359
Total abroad	914,069	604,302
Total revenue	1,230,814	1,157,207

Of the total revenue at 31 December 2013, EUR 478,344 thousand relate to unincorporated temporary joint ventures (31 December 2012: EUR 575,814 thousand).

21.2 Procurements

The detail of "Procurements" in the income statements for 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Purchases of construction materials and machinery spare parts	209,570	153,883
Change in inventories of construction materials and machinery spare parts	(5,176)	3,380
Cost of construction materials and machinery spare parts used	204,394	157,263
Work performed by other companies	474,955	527,806
Inventory write-downs	(8)	(24)
Total procurements	679,341	685,045

At 31 December 2013, "Procurements" includes EUR 302,224 thousand relating to UTEs (31 December 2012: EUR 338,562 thousand).

21.3 Detail of purchases by origin

The detail, by origin, of the purchases made by the Company in 2013 and 2012 is as follows:

<u>2013</u>	Thousands of euros		
	Spain	EU countries	Imports
Purchases	51,377	40,407	117,786

<u>2012</u>	Thousands of euros		
	Spain	EU countries	Imports
Purchases	83,568	10,700	59,616

21.4 Share-based payment transactions

Share-based payment plans

2007-2013 incentive plan

On 13 November 2007, the Company's Board of Directors agreed to implement a loyalty-building incentive plan aimed at the Obrascón Huarte Lain Group's management team, under the terms of Article 4 of the Spanish Securities Market Law.

In 2010 the executives included in the Plan will be entitled to receive an incentive conditional upon their staying at the Obrascón Huarte Lain Group from 13 November 2007 to 13 November 2010, based on the appreciation of Obrascón Huarte Lain, S.A. shares.

On 9 March 2010, in view of the extraordinary fluctuations in the securities markets, the Company's Board of directors resolved to approve and submit to the shareholders at an Annual General Meeting, subject to a report from the Nomination and Remuneration Committee: the amendment of the incentive plan, consisting of its extension until 1 April 2013; the establishment of a new share reference value; the amendment of the regime in the event that the executives leave the Company while the plan is in force and an increase of 184,033 in the number of units in the plan to 1,496,414 (equal to 1.5% of share capital) to offset the dilutive effect of the capital increase performed in 2009. This plan was settled when it expired on 1 April 2013.

At 31 December 2013, the staff costs in connection with the plan amounted to EUR 599 thousand (31 December 2012: EUR 2,410 thousand).

In November 2007 the Company arranged an equity swap tied to its share price in order to hedge the potential loss that might arise from the exercise of the options under the incentive plan. As a result of the capital increase carried out in 2009, the number of shares and the reference price were

adjusted. The shareholders at the Annual General Meeting approved this amendment on 18 May 2010, and in May 2010 the Company terminated the existing equity swap early and arranged a new equity swap. In 2013 the equity swap relating to this Plan was terminated when it expired, with an impact on the income statement of EUR 7,256 thousand, recognised under "Changes in Fair Value of Financial Instruments".

2013-2016 incentive plan

On 22 March 2013, the Company's Board of Directors agreed to implement a loyalty-building incentive plan aimed at the members of the management team of the Company and of the Group companies controlled by it, under the terms of Article 4 of the Spanish Securities Market Law.

The executives included in the plan are entitled to voluntarily receive a portion of their gross annual remuneration in 2013, 2014 and 2015, through the delivery of Obrascón Huarte Lain shares. Also, in 2016 the executives included in the plan will be entitled to receive a given number of additional shares, provided that certain conditions and requirements are met, including, inter alia, the appreciation of the Obrascón Huarte Lain share price. The plan commenced on 22 March 2013 and will end on 21 March 2016.

The main characteristics of this plan are as follows:

- **Beneficiaries:** executives of Obrascón Huarte Lain, S.A. and its Group companies, designated by the Nomination and Remuneration Committee. At 31 December 2013, a total of 20,808 units had been granted to 99 executives of the Obrascón Huarte Lain Group.
- **Number of units granted:** 2,032,366
- **Exercise price:** EUR 26.545

The main assumptions used to measure this plan were as follows:

- **Period required to stay in the Group's employ to exercise the Plan:** 3 years
- **Risk-free interest rate:** 0.61%
- **Dividend yield:** 2.81%

The plan was measured and recognised in the income statement as indicated in Note 4.14. At 31 December 2013, the staff costs relating to this plan amounted to EUR 2,320 thousand.

In 2013 the Company arranged an equity swap tied to its share price in order to hedge the potential loss that might arise from the exercise of the options under the incentive plan. The main features of the equity swaps are as follows:

- The notional amount of the swap is EUR 51,776 thousand, equal to 1,950,500 shares at a price of EUR 26.545 per share.
- The Company pays the bank interest on the notional amount based on Euribor plus a spread.

The swap qualifies as a derivative for accounting purposes but does not qualify for hedge accounting as indicated in Note 4.14. At 31 December 2013, the gain associated with this contract amounted to EUR 5,327 thousand.

21.5 Transactions and balances in currencies other than the euro

The detail of the transactions in currencies other than the euro in 2013 and 2012, by currency and for the main operating income and expense items, measured at the average exchange rate, is as follows:

2013

Currency	Thousands of euros			
	Revenue	Other operating income	Procurements	Other operating expenses
Costa Rican colon	-	-	-	9
Czech koruna	-	-	1	41
Danish krone	-	-	-	57
Algerian dinar	95,023	55	75,554	8,464
Bahreini dinar	-	-	190	-
Kuwaiti dinar	53,690	42	22,557	8,370
United Arab Emirates	-	-	1,503	479
Australian dollar	30,315	1,117	16,460	12,746
Canadian dollar	-	-	14	-
US dollar	29,468	551	8,137	35,566
Romanian new leu	-	-	-	255
Pound sterling	-	13	256	9,270
Turkish lira	-	1,826	51,945	11,984
Peruvian nuevo sol	206,201	3,212	50,560	74,334
Argentine peso	4,881	129	2,630	3,511
Chilean peso	91,638	1,287	55,440	474
Mexican peso	(3,816)	3,473	(3)	2,724
Saudi Arabian riyal	-	-	-	2
Brazilian real	-	-	-	100
Qatari rial	130,548	88	59,547	4,785
Chinese yuan	-	-	-	51
Polish zloty	124,450	1,072	95,773	11,656
Total	762,398	12,865	440,564	184,878

2012

Currency	Thousands of euros			
	Revenue	Other operating income	Procurements	Other operating expenses
Costa Rican colon	-	-	-	30
Czech koruna	-	-	2	17
Algerian dinar	23,252	366	4,963	2,381
Kuwaiti dinar	48,760	3	32,579	6,402
United Arab Emirates dirham	-	-	-	12
Australian dollar	16,462	1,304	9,630	6,732
US dollar	9,189	106	2,145	12,172
Romanian new leu	-	-	-	237
Pound sterling	-	-	-	1,895
Turkish lira	-	14	609	2,200
Peruvian nuevo sol	82,112	-	15,211	49,128
Argentine peso	5,823	7	4,595	4,033
Chilean peso	26,493	5,919	22,026	3,969
Mexican peso	6,536	3,930	-	4,121
Brazilian real	-	-	-	34
Qatari rial	216,461	38,845	149,161	13,382
Chinese yuan	-	-	-	134
Polish zloty	74,194	6,418	3,933	69,332
Total	509,282	56,912	244,854	176,211

The balances payable in currencies other than the euro at 31 December 2013 and 2012, by currency and for the main liability items in the balance sheet, translated to euros at the year-end exchange rate, were as follows:

2013

Currency	Thousands of euros				
	Bank borrowings	Other financial liabilities	Trade payables	Other liabilities	
				Non-current	Current
Costa Rican colon	-	-	77	-	-
Czech koruna	-	-	2	-	4
Algerian dinar	-	-	114,324	-	19,687
Kuwaiti dinar	-	-	33,552	-	-
United Arab Emirates dirham	-	-	64	-	-
Australian dollar	-	-	479	-	-
US dollar	6,265	-	17,496	-	6,735
Romanian new leu	-	-	39	-	-
Pound sterling	-	-	-	-	264
Turkish lira	-	-	11,064	-	945
Peruvian nuevo sol	-	-	64,884	-	36,763
Argentine peso	126	-	1,783	23,594	14,950
Chilean peso	-	3,464	39,437	-	31,826
Mexican peso	-	-	1,559	134,872	30,192
Brazilian real	-	-	5	-	2
Qatari rial	-	-	52,074	-	4,782
Polish zloty	-	-	9,768	-	1,934
Total	6,391	3,464	346,607	158,466	148,084

2012

Currency	Thousands of euros				
	Bank borrowings	Other financial liabilities	Trade payables	Other liabilities	
				Non-current	Current
Costa Rican colon	-	-	78	-	-
Czech koruna	-	-	4	-	-
Algerian dinar	-	-	32,313	-	22,685
Kuwaiti dinar	-	-	40,711	-	-
Australian dollar	-	-	1,679	-	91
US dollar	6,625	-	8,022	-	8,176
Romanian new leu	-	-	-	-	4
Pound sterling	-	-	-	-	384
Turkish lira	-	-	1,809	-	613
Peruvian nuevo sol	-	-	21,458	-	7,918
Argentine peso	742	-	2,950	29,644	5,107
Chilean peso	1,238	7,188	6,843	-	54,552
Mexican peso	826	-	28,210	-	79,599
Qatari rial	-	-	88,195	-	1,488
Polish zloty	-	-	39,312	-	4,071
Total	9,431	7,188	271,584	29,644	184,688

The balances receivable in currencies other than the euro at 31 December 2013 and 2012, by currency and for the main asset items in the balance sheet, translated to euros at the year-end exchange rate, were as follows:

Currency	Thousands of euros			
	2013		2012	
	Non-current financial assets	Trade and other receivables	Non-current financial assets	Trade and other receivables
Costa Rican colon	-	58	-	23
Czech koruna	-	20	-	20
Algerian dinar	-	402,178	-	47,502
Kuwaiti dinar	-	49,593	-	36,113
Australian dollar	-	1,524	-	5,513
US dollar	142	44,825	3,350	19,297
Romanian new leu	-	-	-	2
Pound sterling	-	740	-	-
Turkish lira	-	10,343	-	3,870
Peruvian nuevo sol	-	106,422	-	36,214
Argentine peso	5,305	21,806	-	20,544
Chilean peso	-	118,811	-	57,873
Mexican peso	1	26,852	1	36,019
Brazilian real	-	10	-	3
Russian ruble	-	634	-	655
Qatari rial	-	71,067	-	181,019
Polish zloty	-	52,816	-	27,634
Total	5,448	907,699	3,351	472,301

The sensitivity analysis of the foreign currency risks of financial instruments for the main currencies simulated a 10% increase in the foreign currency per euro exchange rate with respect to the rates applicable at 31 December 2013 and 2012, the impact of which on profit was as follows:

Currency	Thousands of euros	
	Impact on profit	
	2013	2012
Algerian dinar	18,772	(525)
Kuwaiti dinar	1,123	(322)
US dollar	1,013	(12)
Peruvian nuevo sol	334	479
Argentine peso	(934)	(1,253)
Chilean peso	3,086	(836)
Mexican peso	(9,784)	(5,083)
Qatari rial	995	6,394
Polish zloty	2,878	(1,102)
Total	17,483	(2,260)

If the sensitivity analysis were performed using a simulation of a 10% decrease in the foreign currency per euro exchange rate with respect to the rates applicable at 31 December 2013 and 2012, the impact on profit would be as follows:

Currency	Thousands of euros	
	Impact on profit	
	2013	2012
Algerian dinar	(17,065)	477
Kuwaiti dinar	(1,021)	293
US dollar	(921)	11
Peruvian nuevo sol	(304)	(435)
Argentine peso	849	1,139
Chilean peso	(2,805)	760
Mexican peso	8,894	4,621
Qatari rial	(904)	(5,812)
Polish zloty	(2,616)	1,002
Total	(15,893)	2,056

21.6 Backlog

At 31 December 2013, the Company's backlog amounted to EUR 3,124,478 thousand (2012: EUR 3,214,814 thousand).

The breakdown of the backlog, by activity and geographical market, is as follows

Tipo de actividad	Thousands of euros	
	2013	2012
Civil engineering work in Spain	686,004	803,559
Roads	289,882	336,794
Hydraulic works	72,161	71,751
Railways	286,246	324,377
Maritime	26,555	11,213
Other civil engineering work	11,160	59,424
Building construction in Spain	311,450	295,606
Residential building construction	21,258	2,845
Other buildings	290,192	292,761
Other	136,235	-
Total construction in Spain	1,133,689	1,099,165
International civil engineering work	1,819,349	1,948,010
Roads	582,884	735,657
Hydraulic works	26,140	45,700
Railways	975,373	1,166,653
Maritime	185,000	-
Other civil engineering work	49,952	-
Building construction abroad	171,440	161,342
Other buildings	171,440	161,342
Total construction abroad	1,990,789	2,109,352
Total construction	3,124,478	3,208,517
Total concessions	-	6,297
Total backlog	3,124,478	3,214,814

Geographical market	Thousands of euros	
	2013	2012
Spain:		
Andalusia	284,606	294,716
Aragon	10,467	37,192
Asturias	3,725	7,357
The Balearic Islands	1,045	1,748
The Canary Islands	150,761	97,646
Cantabria	17,479	41,789
Castilla La Mancha	48,386	53,767
Castilla y León	47,256	62,695
Catalonia	145,930	168,577
Extremadura	29,165	41,344
Galicia	83,805	166,909
Madrid	256,694	68,046
Murcia	14,475	15,020
Navarre	1,538	1,518
La Rioja	142	-
Valencia	38,215	47,138
Total Spain	1,133,689	1,105,462
Abroad:		
Saudi Arabia	-	517,500
Algeria	39,633	353
Australia	-	26,000
Chile	552,300	138,100
Kuwait	236,100	289,800
Peru	183,720	268,763
Poland	113,496	85,396
Qatar	379,740	139,440
Turkey	485,800	644,000
Total abroad:	1,990,789	2,109,352
Total backlog	3,124,478	3,214,814

Of the total backlog, at 31 December 2013 EUR 1,132,282 thousand related to direct construction work and EUR 1,992,196 thousand to UTEs (2012: EUR 661,971 thousand and EUR 2,552,843 thousand, respectively).

Also, at 31 December 2013, EUR 2,468,112 thousand related to public-sector works and EUR 656,366 thousand to private-sector works (2012: EUR 2,795,708 thousand and EUR 419,106 thousand, respectively).

22. RELATED PARTY TRANSACTIONS AND BALANCES

22.1 Transactions with Group companies and associates

The detail of the transactions with Group companies in 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Revenue	128,633	103,563
Other operating income	52,406	84,159
Finance income	51,557	29,358
Dividends received	107,017	508,127
Non-current asset disposals	1,288	191
Sales of financial instruments	76,157	-
Procurements	2,791	5,751
Other operating expenses	4,907	12,621
Finance costs	34,195	27,739
Non-current asset purchases	149	156

The detail of the dividends received is as follows:

Entity	Thousands of euros	
	2013	2012
S.A. Trabajos y Obras	-	23,002
OHL Concesiones, S.A.	99,200	400,000
OHL Industrial, S.L.	-	14,992
Obrascón Huarte Lain, Construcción Internacional, S.L.	-	57,034
Others	7,817	13,099
Total	107,017	508,127

The detail of the transactions with associates in 2013 and 2012 is as follows:

	Thousands of euros	
	2013	2012
Other operating income	1,115	1,423
Finance income	3,349	3,256
Dividends received	1,427	-
Procurements	1,119	268
Other operating expenses	1,656	1,548
Finance costs	114	52
Non-current asset purchases	481	527

22.2 Related party transactions and balances

The detail of the transactions with related companies in 2013 and 2012 is as follows:

	Thousands of euros			
	2013	% s/Total	2012	% s/Total
Revenue	3,238	0.26	-	-
Other operating income	457	0.45	870	0.67
Non-current asset disposals	6	-	11	-
Procurements	1,259	0.19	1,503	0.22
Other operating expenses	15,160	5.32	15,352	6.69
Finance costs	96	0.06	83	0.04
Non-current asset purchases	1,978	-	1,288	-

The breakdown of the aforementioned transactions in 2013 is as follows:

NIF o CIF de la entidad vinculada	Nombre o denominación social de la entidad vinculada	Naturaleza de la relación	Concepto	Miles de euros
B-85034783	Espacio Alborán, S.I.U.	Contractual	Revenue	910
B-86413846	Espacio Arapada, Desarrollos, S.L.	Contractual	Revenue	681
B-86092145	Centro Canalejas Madrid, S.L.	Contractual	Revenue	1,647
A-28032829	Pacadar, S.A.	Contractual	Other operating income	9
A-80400351	Espacio Information Technology, S.A.	Contractual	Other operating income	158
A-85255370	Grupo Ferroatlántica, S.A.U.	Contractual	Other operating income	15
B-86270659	Espacio Arapada Gestión, S.L.	Contractual	Other operating income	1
A-28165298	Fertiberia, S.A.	Contractual	Other operating income	48
A-80661051	Avalora Tecnologías de la Información, S.A.	Contractual	Other operating income	61
B-86092145	Centro Canalejas Madrid, S.L.	Contractual	Other operating income	21
B-84996362	Torre Espacio Gestión, S.L.	Contractual	Other operating income	2
A-82500257	Grupo Villar Mir, S.A.	Contractual	Other operating income	142
A-28294718	Inmobiliaria Espacio, S.A.	Contractual	Non-current asset disposals	1
A-80420516	Ferroatlántica, S.A.U.	Contractual	Non-current asset disposals	3
A-28165298	Fertiberia, S.A.	Contractual	Non-current asset disposals	2
A-28032829	Pacadar, S.A.	Contractual	Procurements	140
A-80661051	Avalora Tecnologías de la Información, S.A.	Contractual	Procurements	1,119
A-80400351	Espacio Information Technology, S.A.	Contractual	Other operating expenses	2,571
B-84481506	Fórmula Jet, S.L.	Contractual	Other operating expenses	1,840
B-84317593	Energía VM Energías Especiales, S.L.	Contractual	Other operating expenses	13
A-28294718	Inmobiliaria Espacio, S.A.	Contractual	Other operating expenses	11
B-84996362	Torre Espacio Gestión, S.L.	Contractual	Other operating expenses	13
A-78917440	Torre Espacio Castellana, S.A.	Contractual	Other operating expenses	8,534
B-84033935	Durinx Servicios, S.L.	Contractual	Other operating expenses	358
B-83393066	Energía VM Gestión de Energía, S.L.	Contractual	Other operating expenses	115
A-80661051	Avalora Tecnologías de la Información, S.A.	Contractual	Other operating expenses	1,648
B-82607839	Promociones y propiedades Inmobiliarias Espacio, S.L.U.	Contractual	Other operating expenses	23
B-86727500	Torre Espacio Restauración, S.L.U.	Contractual	Other operating expenses	33
A-80400351	Espacio Information Technology, S.A.	Contractual	Non-current asset purchases	1,496
A-80661051	Avalora Tecnologías de la Información, S.A.	Contractual	Non-current asset purchases	481
B-84996362	Torre Espacio Gestión, S.L.	Contractual	Non-current asset purchases	1
A-80661051	Avalora Tecnologías de la Información, S.A.	Contractual	Finance costs	96

These transactions were performed on an arm's length basis.

At 31 December 2013 and 2012, the balances with related companies were as follows:

	Thousands of euros			
	2013	% s/Total	2012	% s/Total
Assets:				
Other non-current financial assets	1.210	26.54	1.210	16.40
Trade receivables for sales and services	2.111	0.20	-	-
Other accounts receivable	114	0.20	68	0.17
Liabilities:				
Trade payables	1.408	0.26	1.659	0.30
Other current financial liabilities	3.173	0.63	2.898	0.33

22.3 Remuneration of directors and senior executives

At the Annual General Meeting of OBRASCÓN HUARTE LAIN, S.A. held on 10 May 2007, the shareholders approved the Board of Directors' remuneration policy, with a fixed annual payment of seven hundred and fifty thousand euros (EUR 750,000) for 2007 and subsequent years, an amount that has since remained unchanged. The distribution of this fixed amount among its members is made through the payment of attendance fees, and the remainder is distributed in accordance with the criteria approved by the Board of Directors, conditional upon a favourable report from the Nomination and Remuneration Committee, with the executive directors excluded from this payment.

In 2013, as in prior years, the non-executive directors did not receive any kind of variable remuneration or benefits.

Executive directors received a fixed salary and variable remuneration based on objectives, the amount of which is set annually by the Nomination and Remuneration Committee, with remuneration including life insurance contributions and, where applicable, contributions to pension funds.

In accordance with the aforementioned criteria, the detail of the remuneration earned in 2013 by the Company's directors as members of the Board of Directors is as follows:

Directors	Board meetings	Audit committee meetings	Nomination committee meetings	Attendance fees (euros)	Variable remuneration (euros)	Total remuneration (euros)
D. Juan-Miguel Villar Mir (Proprietary)	7	-	-	9,000	81,957	90,957
D. Juan Villar-Mir de Fuentes (Proprietary)	7	7	-	18,000	71,712	89,712
D. Francisco Marín Andrés (Executive)	6	-	-	9,000	-	9,000
D. Josep Piqué Camps (Executive)	1	-	-	-	-	-
D. Tomás García Madrid (Proprietary)	7	7	-	18,000	49,174	67,174
D. Javier López Madrid (Proprietary)	7	-	5	15,750	49,174	64,924
D. Juan Luis Osuna Gómez (Executive)	6	-	-	9,000	-	9,000
Dña. Mónica de Oriol e Icaza (Independent)	6	-	-	13,500	40,978	54,478
SAAREMA INVERSIONES, S.A., representada por D. Joaquín García-Quirós Rodríguez (Independent)	5	-	3	18,000	49,174	67,174
D. Luis Solera Gutiérrez (Independent)	7	-	5	27,000	67,614	94,614
D. Alberto Terol Esteban (Independent)	7	7	-	31,500	76,011	107,511
D. Álvaro Villar-Mir de Fuentes (Proprietary)	5	-	-	6,750	40,978	47,728
Dña. Silvia Villar-Mir de Fuentes (Proprietary)	5	-	-	6,750	40,978	47,728
TOTAL				182,250	567,750	750,000

In 2013 the executive directors received remuneration of EUR 1,258 thousand for the performance of their executive duties (2012: EUR 1,482 thousand) and other benefits of EUR 341 thousand relating to contributions to pension plans and life insurance premiums (2012: EUR 815 thousand).

Also, in 2013, under the conditions of the 2007-2013 incentive plan approved by the Board of Directors, which expired on 1 April 2013, the incentive was paid pursuant to the conditions thereof, and the beneficiaries included the executive directors at that date: Francisco Marín Andrés and Juan Luis Osuna Gómez, who received a total amount of EUR 1,213 thousand.

On 22 March 2013, the Company's Board of Directors approved the share ownership scheme aimed at the senior executives of the OHL Group for 2013-2016, as a system of incentives established by the Company for its management team and which all of the executive directors joined after it was approved by shareholders at the Annual General Meeting. Pursuant to this plan, in 2013 the executive directors received a total of EUR 24 thousand (EUR 12 thousand each).

The remuneration received by the senior executives in 2013 amounted to EUR 3,945 thousand (2012: EUR 3,433 thousand).

No advances or loans have been granted to the Board members or senior executives.

22.4 Information regarding situations of conflict of interest involving the directors

Pursuant to Article 229.2 of the Spanish Limited Liability Companies Law, following is a detail of the members of the Board of Directors and related parties with direct and indirect ownership interests in the share capital of companies engaging in an activity that is identical, similar or complementary to that which constitutes the company object of OBRASCON HUARTE LAIN, S.A. and of the duties and functions discharged thereat in 2013.

Director	Company	Position	% of direct or indirect ownership	% of ownership through related parties	Related parties	Position of related parties
Juan-Miguel Villar Mir	Inmobiliaria Espacio, S.A.	Chairman and CEO	5.55	94.45	Juan Villar-Mir de Fuentes	Deputy Chairman and CEO of Inmobiliaria Espacio, S.A. Chairman and CEO of Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	-	5.55	94.45	-	Representative of the sole director of Torre Espacio Castellana, S.A.U. Representative of the director of Abertis Infraestructuras, S.A.
	Torre Espacio Castellana, S.A.U.	-	5.55	94.45	Álvaro Villar-Mir de Fuentes	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Pacadar, S.A.U.	-	5.55	94.45	Silvia Villar-Mir de Fuentes	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Abertis Infraestructuras, S.A.	Representative of the director	3.32	3.32	Javier López Madrid	-
Juan Villar-Mir de Fuentes	Inmobiliaria Espacio, S.A.	Deputy Chairman and CEO	28.7	71.3	Juan-Miguel Villar Mir	Chairman and CEO of Inmobiliaria Espacio, S.A. Representative of the director of Abertis Infraestructuras, S.A.
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	Chairman and CEO	28.7	71.3	Álvaro Villar-Mir de Fuentes	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Torre Espacio Castellana, S.A.U.	Representative of the sole director	28.7	71.3	Silvia Villar-Mir de Fuentes	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Pacadar, S.A.U.	-	28.7	71.3	Javier López Madrid	-
	Abertis Infraestructuras, S.A.	Representative of the director	3.32	3.32	-	-
Álvaro Villar-Mir de Fuentes	Inmobiliaria Espacio, S.A.	Director	28.7	71.3	Juan-Miguel Villar Mir	Chairman and CEO of Inmobiliaria Espacio, S.A. Representative of the director of Abertis Infraestructuras, S.A.
	Promociones y Propiedades Inmobiliarias, Espacio, S.L.U.	Director	28.7	71.3	Juan Villar-Mir de Fuentes	Deputy Chairman and CEO of Inmobiliaria Espacio, S.A. Chairman and CEO of Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Torre Espacio Castellana, S.A.U.	-	28.7	71.3	-	Representative of the sole director of Torre Espacio Castellana, S.A.U. Representative of the director of Abertis Infraestructuras, S.A.
	Pacadar, S.A.U.	-	28.7	71.3	Silvia Villar-Mir de Fuentes	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Abertis Infraestructuras, S.A.	-	3.32	3.32	Javier López Madrid	-

Director	Company	Position	% of direct or indirect ownership	% of ownership through related parties	Related parties	Position of related parties
Silvia Villar-Mir de Fuenres	Inmobiliaria Espacio, S.A.	Director	28.7	71.3	Juan-Miguel Villar Mir	Chairman and CEO of Inmobiliaria Espacio, S.A. Representative of the director of Abertis Infraestructuras, S.A.
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	Director	28.7	71.3	Juan Villar-Mir de Fuenres	Deputy Chairman and CEO of Inmobiliaria Espacio, S.A. Chairman and CEO of Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Torre Espacio Castellana, S.A.U.	-	28.7	71.3	-	Representative of the sole director of Torre Espacio Castellana, S.A.U. Representative of the director of Abertis Infraestructuras, S.A.
	Pacadar, S.A.U.	-	28.7	71.3	Alvaro Villar-Mir de Fuenres	Director of Inmobiliaria Espacio, S.A. and Promociones y Propiedades Inmobiliarias Espacio, S.L.U.
	Abertis Infraestructuras, S.A.	-	3.32	3.32	Javier López Madrid	-
Tomás García Madrid	Inmobiliaria Espacio, S.A.	General attorney in fact	-	-	-	-
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	General attorney in fact	-	-	-	-
	Torre Espacio Castellana, S.A.U.	General attorney in fact	-	-	-	-
	Pacadar, S.A.U.	Representative of the sole director	-	-	-	-
	Abertis Infraestructuras, S.A.	Representative of the director	-	-	-	-
Josep Piqué Camps	Grupo Empresarial San José, S.A.	Director	-	-	-	-

23. INFORMATION ON THE ENVIRONMENT

In 2013 the Company incurred environmental expenses amounting to EUR 647 thousand (2012: EUR 635 thousand). At 31 December 2013 and 2012, the Company had not recognised any environmental assets in the balance sheets.

24. OTHER DISCLOSURES

24.1 Employees

The average number of employees in 2013 and 2012, by category, was as follows:

Professional category	Average number of employees	
	2013	2012
Management and university	847	801
Further education college	578	549
Non-graduate line personnel	863	604
Clerical staff	413	351
Other	4,543	3,393
Total	7,244	5,698
Permanent employees	1,521	1,668
Temporary employees	5,723	4,030
Total	7,244	5,698

The average number of employees at the Company with a level of disability of 33% or above in 2013 was 8 (2012: 19 employees).

Also, the average number of temporary employees at UTEs in 2013 was 1,374 (2012: 294 employees).

The number of employees at the end of 2013 and 2012, by gender and professional category, was as follows:

Professional category	Number of employees at year-end					
	31/12/13			31/12/12		
	Men	Women	Total	Men	Women	Total
Management and university graduates	709	190	899	632	171	803
Further education college graduates	527	73	600	495	77	572
Non-graduate line personnel	1,328	56	1,384	600	46	646
Clerical staff	328	168	496	220	131	351
Other	4,916	276	5,192	3,879	134	4,013
Total	7,808	763	8,571	5,826	559	6,385

Also, the number of temporary employees at UTEs at 31 December 2013 was 562 (31 December 2012: 549 employees).

The Board of Directors is composed of ten men and two women.

24.2 Fees paid to auditors

The fees for financial audit and other services provided by the Company's principal auditor, Deloitte, S.L., or by other firms related to the auditors or by other auditors, were as follows:

Concept	Thousands of euros					
	Principal auditor		Other auditors		Total	
	2013	2012	2013	2012	2013	2012
Financial audit services	372	384	26	25	398	409
Other financial audit services	212	307	-	5	212	312
Sum of financial audit services	584	691	26	30	610	721
Other attest services	64	127	13	7	77	134
Total audit and related services	648	818	39	37	687	855
Tax counselling services	2	1	45	47	47	48
Other services	208	127	2	2	210	129
Total professional services	210	128	47	49	257	177
Total	858	946	86	86	944	1,032

"Financial Audit Services" includes the fees for professional services performed by the auditor, normally due to regulatory requirements, such as statutory audits, internal control review reports, limited reviews of periodic public information performed at listed companies, etc.

"Other Attest Services" includes the fees for professional services in which some kind of assurance is expressed, but which are not regulated by any mandatory legislation, such as one-off limited reviews, special reports on security placement processes, agreed-upon procedures reports, covenant reports, etc.

"Tax Counselling Services" includes the fees for the provision of services relating to all forms of tax counselling.

"Other Services" includes the fees for the other professional services not included in the above line items which, by nature, are more akin to a consultancy or independent third-party services.

25. EVENTS AFTER THE REPORTING PERIOD

On 5 March 2014, the Company successfully completed a plain vanilla bond issue amounting to EUR 400 million, which matures in 2022. The bonds were issued at par and earn an annual rate of interest of 4.75% payable every six months. The last date of issue and payment was 17 March 2014.

26. EXPLANATION ADDED FOR TRANSLATION TO ENGLISH

These financial statements are presented on the basis of the regulatory financial reporting framework applicable to the Company (see Note 2.1). Certain accounting practices applied by the Company that conform with that regulatory framework may not conform with other generally accepted accounting principles and rules.

ANEXO I
OBRASCÓN HUARTE LAIN, S.A.
(Datos expresados en miles de euros)
UNIONES TEMPORALES DE EMPRESAS

Name of UTE	Percentage of ownership	UTE revenue in 2012	Construction work contracted by the UTE
A-3 BUÑOL-VALENCIA	65,00	14.478	73.275
AEROPUERTO PALMA DE MALLORCA	50,00	179	6.524
ALMAGRO 40	50,00	3.214	5.422
ANILLO OLIMPICO	50,00	2.112	28.981
AREA EXPORTIVA LLORET DE MAR	80,00	46	8.092
AVILES MARGEN DRECHA	40,00	11.930	31.977
AYACUCHO KISUARA (PERU)	43,00	26.723	56.000
BOMBEROS TARAZONA	50,00	-	1.560
BÚRDALO	75,00	3.892	32.813
BUSINESS	25,00	1.284	39.361
CALDERETA-CORRALEJO	99,50	2.445	46.496
CARRIL BUS RIPOLLET-MERIDIANA	50,00	4.681	85.605
CAUDÉ	65,00	1.114	2.819
CENTRO BOIIN	55,00	18.460	52.045
CINBJO	50,00	1.383	4.487
CONSERVACION CAMPUS	50,00	140	512
COSTA CALMA	76,00	5.849	37.830
CUESB	50,00	994	1.934
DÁRSENA SAN ANDRÉS	50,00	1.970	12.137
EDAR ALICANTI NORTE	40,00	1.144	38.186
EDAR DE SEGOVIA	50,00	-	21.335
EDAR LAGARES-VIGO	25,00	20.114	115.886
EDIFICIO CISGA FASE II	50,00	1.742	4.262
EL FRANCO	55,00	648	9.615
ENCANTS	50,00	6.541	23.457
ESTACIONES AEROPUERTO LINEA 9	36,00	10.963	196.825
ESTACIONES LINEA 9 BARCELONA	17,00	4.346	215.443
ESTACIONES METRO DOHA (QATAR)	30,00	20.015	1.333.333
ESTACIONES TARRASA	36,00	9.236	47.116
ETAP LLANURA MANCHEGA	50,00	667	23.822
FACULTAD DE EDUCACION	70,00	2.057	20.478
GUÍA-PAGADOR	87,50	2.730	84.849
HABILITACIÓ ATRACAMENTS 32G	50,00	1.141	1.308
HOSPITAL DE BURGOS	37,00	2.532	326.369
HOSPITAL DE CUENCA	50,00	-	109.420
HOSPITAL EVITA DE LA MATANZA. (ARGENTINA)	70,00	1.845	22.143
HOSPITAL SIDRA. (QATAR)	55,00	208.260	1.836.364
HOSPITAL VALDECILLA FASE III	33,34	5.591	91.065
HOSPITAL VALL HEBRÓN	50,00	749	33.682
IFA	55,50	278	19.007
INTERFICIES AEROP L-9	36,00	1.119	8.770
J.V. 2 NASSER KUWAIT	50,00	100.205	648.800
LA ALDEA	50,00	4.825	88.502
LA ROBLA	72,50	4.721	124.798
LOGISTICA	33,33	-	97
LOS ANGELES	50,00	443	4.872
MANTENIMIENTO PRESAS	50,00	5	616
MARINA PORT VELL	50,00	9.696	16.552
MARMARAY. TURQUÍA	70,00	216.675	1.054.048
MBL9	36,00	12.343	172.533
MERCAPALMA	80,00	-15	2.036
METRO MAVI GRANADA	58,00	4.079	41.454
MORATALLA	60,00	-	17.732
MUELLE PONIENTE PALMA	25,00	1.772	28.518
NCE AEROPUERTO DE VALENCIA	50,00	3.097	18.283
NUEVOS CONTROLES	25,00	1.088	2.387
OROPESA-CABANES	50,00	424	15.140
PAVIMENTO ISLA VERDE	25,00	1.740	1.961
PEAK DOWN HIGHWAY (AUSTRALIA)	50,00	41.793	330.000
PINOS PUENTE-ATARFE	85,00	-	89.139

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OBRASCÓN HUARTE LAIN, S.A.
(Datos expresados en miles de euros)
UNIONES TEMPORALES DE EMPRESAS

Name of UTE	Percentage of ownership	UTE revenues in 2012	Construction work contracted by the UTE
PONZANO	65,00	5.424	58.926
REFORMAS HOSPITAL DE BURGOS	50,00	3.778	4.698
REURBANIZ.ANTONI CAPMANY	50,00	182	4.273
SANTA JUSTA	36,00	-	208.304
SCHOFIELDS (AUSTRALIA)	50,00	18.837	30.000
SERVICIOS MADRID 4	50,00	13.542	285.401
T.A.T. ALGECIRAS	50,00	106	29.741
TEATRO DA MÚSICA	33,33	93	70.444
TRAMO II CATARROJA-BENIFAYO	65,00	-	17.478
TRAVESÍA DE CÁRDENAS	60,00	109	345
TÚNEL AEROPUERTO II L-9 BARCELONA	17,00	2.635	346.839
TÚNEL AEROPUERTO L-9 BARCELONA	17,00	11.504	535.268
TUNEL ESPINO VIA IZQUIERDA	70,00	16.974	95.681
TÚNEL TARRASA	36,00	34.363	233.210
TÚNELES NORTE SEVILLA	40,00	-	203.647
URBISERVEIS	20,00	2.175	3.095
VARIANTE BAEZA	62,00	-40	29.165
ZONAS VERDES	95,00	5.838	12.865
ZONAS VERDES (ALBACETE)	80,00	372	372
TOTAL		921.396	9.937.822

APPENDIX II
OBRASCÓN HUARTE LAIN, S.A.

EQUITY OF GROUP COMPANIES (Data expressed in thousands of euros)

COMPANY	Share capital	Capital payments payable	Reserves	2013 profit (loss)	Interim dividend	Total shareholder's equity	Valuation adjustments	Grants	Total equity	Participating loan	Total equity + participating loan
Aggregación Guinover Obras y Servicios Hispania, S.A.	30.050	-	25.367	11.478	-	66.895	-	-	66.895	-	66.895
Axialites y Conexiones Elan, S.A.	7.603	-	(3.720)	293	-	4.576	-	988	5.514	3.060	10.514
Austria de Aragón-Torre I, S.A.	42.633	-	8.594	2.836	-	54.063	(11.230)	-	42.833	16.800	59.633
Cerreas Móstoles Navarcarro, S.A.	95.549	(71.661)	(684)	-	-	23.204	-	50.000	73.204	-	73.204
Comunality Asphalt Corp.	1	-	58.268	(2.849)	-	55.420	-	-	55.420	-	55.420
Comunicaciones Adolfo Solano, S.A.	1.520	-	3.523	1.376	-	6.419	-	-	6.419	-	6.419
Constructora de Proyectos Viales de México, S.A. de C.V.	2.785	-	117.810	28.969	-	149.564	-	-	149.564	-	149.564
Constructora e Inmobiliaria Huarte Ltda.	718	-	(5)	(29)	-	684	-	-	684	-	684
Elasmind Biau GmbH	1.544	-	(4.387)	(277)	-	(3.080)	-	-	(3.080)	-	(3.080)
Empresa Constructora Huarte San José, Ltda.	18	(17)	245	(6)	-	240	-	-	240	-	240
Ensono 2000, S.A.	601	(225)	(1.722)	-	-	(896)	-	-	(896)	466	(430)
Golf de Mayabob, S.A. de C.V.	30.787	(218)	(14.224)	(3.718)	-	12.627	-	-	12.627	-	12.627
Golf de Mayabob Servicios, S.A. de C.V.	3	-	66	14	-	83	-	-	83	-	83
Instituto de Gestión Sanitaria, S.A.	790	-	3.002	2.200	-	5.992	-	-	5.992	-	5.992
Inversiones Inima, S.A.	15.828	-	(15.232)	20	-	616	-	-	616	-	616
Josefa Valsinedi 42, S.A.	69	-	(936)	(41)	-	(908)	-	-	(908)	962	54
L. O Hotel Mayabob, S.R.L. de C.V.	33.982	-	(4.237)	(23.286)	-	6.504	-	-	6.504	-	6.504
Martina Urola, S.A.	503	-	584	84	-	1.171	-	-	1.171	-	1.171
Mongas, S.A.	-	-	-	-	-	-	-	-	-	-	-
Obrascon Huarte Lain, Comunicación Internacional, S.L.	41.330	-	86.900	(2.250)	-	124.980	-	-	124.980	-	124.980
Obrascon Huarte Lain, Desarrollos, S.L.	80.334	-	262.309	(2.484)	-	340.159	-	-	340.159	-	340.159
OHL Andina, S.A.	3.211	-	19.071	(1.197)	-	21.085	-	-	21.085	-	21.085
OHL Arabia, LLC	97	-	1.727	17.968	-	19.792	-	-	19.792	-	19.792
OHL Concesiones Argentina, S.A.	34.269	(922)	3.370	220	-	36.927	-	-	36.927	-	36.927
OHL Concesiones Chile, S.A.	46.838	-	-	14.130	(5.230)	52.738	-	-	52.738	-	52.738
OHL Concesiones, S.A.	167.455	-	1.193.716	(100.934)	-	1.260.237	(154)	-	1.260.083	-	1.260.083
OHL Consumación India Private Limited	202	-	49	(204)	-	(53)	-	-	(53)	-	(53)
OHL Consumación Pacific PTY LTD	-	-	-	-	-	-	-	-	-	-	-
OHL Desarrollos México, S.A. de C.V.	401.718	-	(53.026)	1.652	-	350.344	-	-	350.344	-	350.344
OHL Industrial Chile, S.A.	18.374	-	(17.321)	(1.937)	-	(904)	-	-	(904)	-	(904)
OHL Industrial, S.L.	11.385	-	31.468	(7.800)	-	35.053	-	-	35.053	-	35.053
OHL México, S.A.B. de C.V.	833.242	-	638.754	8.227	-	1,500.233	(148)	-	1,500.075	-	1,500.075
OHL Uruguay, S.A.	3	-	62	(102)	-	(37)	-	-	(37)	-	(37)
S.A. Trabaja y Obras	1.854	-	20.630	19.970	-	42.454	-	72	42.526	-	42.526
Sacova Centros Residenciales, S.L.	19.161	-	(12.120)	1.663	-	8.693	(171)	-	8.522	8.300	16.822
Sector Huarte Traz, S.A.	12.055	(9.065)	151	(03)	-	3.263	-	-	3.263	-	3.263
Sociedad Constructora Centro de Justicia de Santiago, S.A.	14.368	-	2.166	844	-	17.418	-	-	17.418	-	17.418
Superfinares los Benicjales, S.A.	4.900	-	984	1.450	-	7.334	(3.536)	-	3.698	3.731	7.429
Tecnología de Participaciones Tecnológicas, S.A.	601	-	(31.488)	(309)	-	(31.496)	-	-	(31.496)	38.162	6.666
Vineida Grupo de Inversiones 2006, S.L.	3	-	3	(9)	-	(1)	-	-	(1)	-	(1)
ZPS V, a.s.	21.741	-	25.179	297	-	47.217	-	-	47.217	-	47.217

APPENDIX III
OBRASCÓN HUARTE LAÍN, S.A.
INVESTMENTS IN GROUP COMPANIES (Data expressed in thousands of euros)

COMPANY	Ownership			Cost at 31-12-12	Additions	Disposals	Transfers	Cost at 31-12-13
	Direct	Indirect	Total					
Agrupación Grinovat Obras y Servicios Hispania, S.A.	100,00	-	100,00	60.449	-	-	8.607	69.056
Asfalto y Construcciones Elain, S.A.	100,00	-	100,00	25.983	-	-	-	25.983
Autopista Ezeiza Calucias, S.A.	-	-	-	122.181	18.222	(140.403)	-	-
Autorvia de Aragón-Tramo I, S.A.	25,00	70,00	95,00	10.658	-	-	-	10.658
Cercanías Móstoles Navacarrero, S.A.	20,00	80,00	100,00	19.110	-	-	-	19.110
Community Asphalt Corp	6,50	25,25	31,75	8.425	-	-	-	8.425
Construcciones Adolfo Sobrino, S.A.	100,00	-	100,00	21.818	-	-	-	21.818
Construcciones Enrique de Luis, S.A.	-	-	-	8.607	-	-	(8.607)	-
Construtora de Proyectos Viales de México, S.A. de C.V.	20,09	79,91	100,00	1.208	-	-	-	1.208
Construtora e Inmobiliaria Huarte Ltda.	89,90	10,10	100,00	850	-	-	-	850
Eisengrund Bau GmbH	100,00	-	100,00	1.426	-	-	-	1.426
Empresa Constructora Huarte San José, Ltda	95,00	5,00	100,00	17	-	-	-	17
Enxoma 2000, S.A.	100,00	-	100,00	323	-	-	-	323
Golf de Mayakoba, S.A. de C.V.	0,00	100,00	100,00	-	-	-	-	-
Golf de Mayakoba Servicios, S.A. de C.V.	0,00	100,00	100,00	-	-	-	-	-
Instituto de Gestión Sanitaria, S.A.	100,00	-	100,00	1.172	-	-	-	1.172
Inversiones Iziuma, S.A.	99,11	0,89	100,00	599	-	-	-	599
Josafa Valadroit 42, S.A.	100,00	-	100,00	45.469	-	-	-	45.469
L. 6 Hotel Mayakoba, S.R.L. de C.V.	20,20	69,80	100,00	12.632	-	-	-	12.632
Marina Urola, S.A.	29,17	29,17	58,34	353	-	-	-	353
Mongas, S.A.	100,00	-	100,00	2.583	-	-	-	2.583
Obrascón Huarte Láin, Construcción Internacional, S.L.	100,00	-	100,00	121.064	-	-	-	121.064
Obrascón Huarte Láin, Desarrolla, S.L.	100,00	-	100,00	391.796	-	-	-	391.796
OHL Andina, S.A.	99,00	1,00	100,00	3.246	-	-	-	3.246
OHL Arabia LLC	95,00	5,00	100,00	100	-	-	-	100
OHL Concesiones Argentina, S.A.	10,00	90,00	100,00	4.795	724	-	-	5.519
OHL Concesiones Chile, S.A.	-	100,00	100,00	-	-	-	-	-
OHL Concesiones, S.A.	100,00	-	100,00	600.078	-	-	-	600.078
OHL Construction India Private Limited	1,00	99,00	100,00	1	3	-	-	4
OHL Construction Pacific PTY LTD	100,00	-	100,00	-	-	-	-	-
OHL Desarrolla México, S.A. de C.V.	0,00	100,00	100,00	-	-	-	-	-
OHL Industrial Chile, S.A.	0,01	99,99	100,00	1	-	-	-	1
OHL Industrial, S.L.	100,00	-	100,00	34.153	-	-	-	34.153
OHL México, S.A.B. de C.V.	0,00	63,64	63,64	1	-	-	-	1
OHL Uruguay, S.A.	100,00	-	100,00	130	-	-	-	130
S.A. Trabajos y Obras	100,00	-	100,00	43.348	-	-	-	43.348
Socova Centros Residenciales, S.L.	100,00	-	100,00	9.191	-	-	-	9.191
Sector Huesca Trca, S.A.	55,00	20,00	75,00	6.619	-	-	-	6.619
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	100,00	-	100,00	13.155	-	(1.701)	-	11.454
Superficeria los Bornejales, S.A.	100,00	-	100,00	4.900	-	-	-	4.900
Tenedora de Participaciones Tecnológicas, S.A.	100,00	-	100,00	526	-	-	-	526
Vincida Grupo de Inversiones 2006, S.L.	25,00	75,00	100,00	1	-	-	-	1
ZPSV, s.r.l.	8,00	88,63	96,63	798	8.987	-	-	9.785
Totales				1.577.766	27.936	(142.104)	-	1.463.598

APPENDIX IV
OBRASCÓN HUARTE LAIN, S.A.

INVESTMENTS IN ASSOCIATES (Data expressed in thousands of euros)

COMPANY	Ownership			Total	Cost at 31-12-12	Additions	Disposals	Transfers	Cost at 31-12-13
	Direct	Indirect	Total						
Abertis Infraestructuras, S.A.	-	18,925	18,925	-	-	72,321	(72,321)	-	-
Bay of Bengal Gateway Terminal Private Limited	26,00	-	26,00	199	-	-	-	-	199
Concessió Estacions Aeroport L. 9, S.A.	36,00	-	36,00	375	-	-	-	-	375
Consorcio Español Alia Velocidad Mecca Medina, S.A.	6,29	-	6,29	3	-	-	-	-	3
Consorcio Ruta 1, S.A.	10,00	-	10,00	161	-	-	-	-	161
E.M.V. Alcalá de Henares, S.A.	34,00	-	34,00	409	-	-	-	-	409
Nova Bocana Barcelona, S.A.	-	-	-	11,045	-	-	(11,045)	-	-
Nova Bocana Business, S.A.	25,00	-	25,00	4,085	-	(335)	-	-	3,750
Nuevo Hospital de Burgos, S.A.	20,71	-	20,71	11,050	355	-	-	-	11,405
Phunciona Gestión Hospitalaria, S.A.	33,33	-	33,33	2,189	-	-	-	-	2,189
Port Torredembarra, S.A.	24,08	-	24,08	547	-	(96)	-	-	451
Sociedad Mixta de Gestión y Promoción del Suelo, S.A.	1,20	-	1,20	9	-	-	-	-	9
Urbs Iustitia Commodo Opera, S.A.	35,00	-	35,00	1,960	-	-	-	-	1,960
Urbs Iudex et Causidicus, S.A.	20,00	-	20,00	7,780	-	-	-	-	7,780
Totales			39,812		72,676	(83,797)			28,691

**APPENDIX V
OBRASCÓN HUARTE LAIN, S.A.
IDENTIFICATION OF THE COMPANIES INCLUDED IN INVESTMENTS IN GROUP COMPANIES**

REGISTERED OFFICE

COMPANY

COMPANY	REGISTERED OFFICE	MAIN LINE OF BUSINESS
Construcción		
Agrupación Quilmanan Obras y Servicios Hispania, S.A.	C/ Tarragona, 149-157 planta 15 (08018 Barcelona)	Construction
Asfaltos y Construcciones Elkan, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Infrastructure and urban services
Community Alphañi Corp.	9725 N.W. 117 th Avenue, Suite 110, Miami, FL 33178 USA	Construction
Construcciones Adolfo Sobrino, S.A.	Pº Poncelet, 33 - 1º Dpto. 8-9 (28018 San Sebastián-Cuizaco)	Construction
Construcción de Proyectos Viales de México, S.A. de C.V.	Avenida Paseo de la Reforma, nº 222, piso 22, Colonia Juárez, Delegación Cuauhtémoc, México D.F. C.P. 06600	Construction
Construtora e Imobiliária Huarte Ltda.	C/ Monjitas, 392 - Ofic. 2001, piso 20 (Santiago de Chile - Chile)	Construction
Empresa Construtora Huarte San José, Ltda.	C/ Monjitas, 392 - Ofic. 2001, piso 20 (Santiago de Chile - Chile)	Construction
Obrascon Huarte Lain, Construcción Internacional, S.L.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Construction and operation
OHL Añaña, S.A.	C/ Monjitas, 392 - Ofic. 2001, piso 20 (Santiago de Chile - Chile)	Construction
OHL Arabia LLC	Level 8 Jumeirah 3 Quay, Office 801, Corner of Thales Street and Al Andalus Street, P.O. Box: 8909, Jeddah 23226, K.S.A. Arabia Saudi	Construction and maintenance
OHL Construction India Private Limited	Unit No. 701, 7th Floor Tower 4A DLF, Corporate Park, DLF Phase 3, Gurgaon, 122010, Haryana, India	Construction
OHL Construction Pacific PTY LTD	Level 21, 110 Mary Street - Brisbane QLD 4000 - Australia	Construction
OHL Uruguay, S.A.	Edificio Argelia, calle Rio Negro, 1354, piso 3, esquinero 16, Montevideo, CP 11103, Uruguay	Construction
S.A. Trabajo y Obras	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Construction and operation
Sector Huarte Tires, S.A.	Chilmaré Rubián, s/n. Oficina 5, (Edificio Aído) (50004 Zaragoza)	Construction
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	C/ Monjitas, 392 - Ofic. 2001, piso 20 (Santiago de Chile - Chile)	Construction and operation
Superficies los Bermegales, S.A.	Avenida República Argentina, 24 (61011 Sevilla)	Construction and operation
ZPSV, s.a.	C/ Trabizateko 207, 687 24 (Ulleasky Ustroa - República Checa)	Construction
Concesionarios		
Autoría de Aragón-Tramo 1, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Concession and operation of Autovías de Aragón, Madrid
Cercanías Morales Navalmorero, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Railway construction and operation
Marina Urola, S.A.	Barrío Santiago - Puerto deportivo (Zaragoza - Guipuzcoa)	Concession and operation of marina in Zumaya (Guipuzcoa)
OHL Concesiones Argentina, S.A.	C/ Esmeralda 315, 3º piso (Buenos Aires-Argentina)	Operation of concessions
OHL Concesiones Chile, S.A.	C/ Padre Marcano, 82 Piso 14, oficina 1403 (Santiago de Chile - Chile)	Operation of concessions
OHL Concesiones, S.A.	Torre Espacio, Pº de la Castellana nº 259 D, planta 16, (28046 Madrid)	Operation of concessions
OHL México, S.A.B. de C.V.	Avenida Paseo de la Reforma, nº 222, piso 25, Colonia Juárez, Delegación Cuauhtémoc, México D.F. C.P. 06600	Operation of concessions
Vinculo Grupo de Inversiones 2006, S.L.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Operation of concessions
Industrial		
OHL Industrial Chile, S.A.	Oficina Petronilla 191 Antofagasta (Chile)	Industrial engineering and maintenance in industrial plants
OHL Industrial, S.L.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Industrial engineering and maintenance in industrial plants
Development		
Golf de Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, México C.P. 77710	Exploitation campo de Golf
Golf de Mayakoba Servicios, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, México C.P. 77710	Exploitation campo de Golf
L. G. Hotel Mayakoba, S.R.L. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, México C.P. 77710	Servicios desarrollo proyectos inmobiliarios
Obrascon Huarte Lain, Desarrollos, S.L.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Servicios desarrollo proyectos inmobiliarios
OHL Desarrollos México, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, México C.P. 77710	Servicios desarrollo proyectos inmobiliarios
Services		
Instituto de Gestión Sanitaria, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Building maintenance and upkeep
Socova Centros Residenciales, S.L.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Operation of senior citizens homes
Other		
Elanquid Bow GmbH	I.G. Berliner Stadtbank, A.G. (Berlín - Alemania)	Construction
Enrono 2000, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Other
Inversiones Juma, S.A.	Oficina Petronilla 191 Antofagasta (Chile)	Investment company
José Valcarlos 42, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Other
Mongas, S.A.	Rd de Calahorra, 20 (Barcelona)	Other
Tenedora de Participaciones Tecnológicas, S.A.	Torre Espacio, Pº de la Castellana nº 259 D (28046 Madrid)	Nuevas tecnologías

DECLARATION OF RESPONSIBILITY AND AUTHORISATION FOR ISSUE OF THE FINANCIAL STATEMENTS

The directors hereby declare that, as far as they are aware, the financial statements were prepared in accordance with the applicable accounting policies and present fairly the equity, financial position and results of Obrascón Huarte Lain, S.A.

These financial statements were authorised for issue by the Board of Directors at its meeting on 26 March 2014, for review by the auditors and subsequent submission for approval by the shareholders at the Annual General Meeting. These financial statements are set out on 83 sheets (including the balance sheet, income statement, statement of changes in equity, statement of cash flows, notes to the financial statements and appendices to the notes), all of which have been signed by the Deputy Secretary of the Board of Directors. This last sheet number 84 has been signed by all the directors and the Secretary of the Board of Directors.

Juan-Miguel Villar Mir

Juan Villar-Mir de Fuentes

Josep Pique Camps

Tomás García Madrid

Javier López Madrid

Mónica de Oriol e Icaza

Juan Luis Osuna Gómez

Joaquín García-Quirós Rodríguez
for
Saarema Inversiones, S.A.

Luis Solera Gutiérrez

Alberto Terol Esteban

Silvia Villar-Mir de Fuentes

Álvaro Villar-Mir de Fuentes

Daniel García-Pita Pemán
(Non-Director Secretary of the
Board of Directors)

OBRASCÓN HUARTE LAIN, S.A.

2013 DIRECTORS' REPORT

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Translation of a report originally issued in Spanish. In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A.

2013 DIRECTORS' REPORT

1. ECONOMIC OVERVIEW

In 2013 the economy was affected by both macroeconomic circumstances (lower interest rates, improved global risk premiums) and political events (elections in Germany and Italy, conflict in North Korea, turmoil in Egypt, Syria and Turkey, etc.). All these events provoked stock market volatility.

Global economic growth increased in the last quarter of 2013 by almost 3.5%, confirming the improvement witnessed in the previous quarter and bringing an end to the recession in the eurozone in the second half of the year. The following contributed to this improvement: the acceleration of GDP growth in the US (+1.9%), Japanese growth, which started to display the positive effects of the expansive monetary policy, and the growth of the emerging economies. The foregoing was seen more clearly at the end of the year with the Federal Reserve System's decision to scale back its monetary stimulus. The eurozone, which began to grow moderately halfway through 2013, also contributed to the improvement of the global economy. The situation in the emerging economies was more varied, with some, such as the Chinese economy, maintaining relatively stable rates of growth (+7.7%).

In Spain, data from the last quarter showed signs of the start of the economic recovery, such as: increased exports or the 0.1% growth in GDP, which technically signalled the emergence from the recession, following nine consecutive quarters of drops in GDP.

Construction in Spain (according to data from Seopan) improved in comparison to 2012 with a 33% increase in the number of public tenders for civil engineering work, after several years of drops. As a consequence of all of the above, FUNCAS expects the drop in investment in construction to ease off to 4.9% in 2014.

2. OUTLOOK

In 2013 global activity stabilised throughout the second half of the year and this improvement is expected to carry on in 2014 and 2015 thanks to the recovery of the advanced economies. According to the International Monetary Fund's most recent report (January 2014), the advanced economies should maintain their focus on monetary policies while fiscal consolidation continues. Emerging market and developing economies will benefit from the increase in external demand in the advanced economies, but their internal frailties will continue to be a cause for concern.

Based on the estimates of the International Monetary Fund, over the next two years the world economy will grow at a rate of +3.7% in 2014 and +3.9% in 2015. Two-speed growth is expected to continue during this period as a result of the high growth rates of +5.1% and 5.4% in emerging economies and lower rates of +2.2% and +2.3% in the advanced economies. In the eurozone, growth of +1.0% and +1.4% is forecast in 2014 and 2015, respectively.

As for geographical areas with a more direct impact on the Company, Spain is expected to return to positive rates of growth of +0.6% in 2014 and +0.8% in 2015. In the eurozone, the International Monetary Fund has also upped its GDP prospects, with a return to positive rates of growth of +1.0% for 2014 and +1.4% for 2015. The prospects for Mexico and the US are, however, far better, placing GDP growth between +3.0% and +3.5% for 2014 and 2015.

3. COMPANY PERFORMANCE

Revenue totalled EUR 1,230,814 thousand in 2013, of which 61.1% related to direct construction work and the remaining 38.9% to work executed by unincorporated temporary joint ventures (UTES).

The breakdown by type of activity is as follows:

Line of business	Thousands of euros				
	2013	%	2012	%	Var. %
Construction in Spain	304,946	24.8	541,056	46.8	-43.6
Construction abroad	914,070	74.2	604,302	52.2	51.3
Total construction	1,219,016	99.0	1,145,358	99.0	6.4
Total concessions	11,798	1.0	11,849	1.0	-0.4
Total sales	1,230,814	100.0	1,157,207	100.0	6.4

In 2013, 43.6% of revenue stemmed from the public sector and the remaining 56.4% from the private sector.

Profit from operations totalled EUR 92,770 thousand.

Profit after tax amounted to EUR 101,902 thousand.

At year-end the share capital amounted to EUR 59,845 thousand, represented by 99,740,942 fully subscribed and paid bearer shares of EUR 0.60 par value each.

The Company's equity totalled EUR 651,565 thousand at year-end.

The short-term backlog at 31 December 2013 amounted to EUR 3,124,478 thousand, representing 30.5 months of activity.

The distribution, by type of activity, is as follows:

Line of business	Thousands of euros				
	2013	%	2012	%	Var. %
Construction in Spain	1,133,689	36.3	1,099,165	34.2	3.1
Construction abroad	1,990,789	63.7	2,109,352	65.6	-5.6
Total construction	3,124,478	100.0	3,208,517	99.8	-2.6
Total concessions	-	-	6,297	0.2	-100
Total backlog	3,124,478	100.0	3,214,814	100.0	-2.8

36.2% of this backlog relates to direct construction work and the remaining 63.8% to work to be executed by UTES.

The average headcount in 2013 was 7,244, 21% of whom were permanent employees and the remaining 79% were temporary employees.

4. TREASURY SHARES

At 2013 year-end the Company held 246,534 treasury shares amounting to EUR 5,921 thousand.

The changes in "Treasury Shares" in 2013 were as follows:

	No. of shares	Thousands of euros
Balance at 31 December 2011	58,750	1,134
Purchases	5,187,581	103,475
Sales	4,400,690	90,904
Balance at 31 December 2012	845,641	13,705
Purchases	6,524,876	179,653
Sales	7,123,983	187,437
Balance at 31 December 2013	246,534	5,921

5. DEVELOPMENT

In 2013 the Company invested EUR 1,803 thousand in development projects and incurred expenses of EUR 820 thousand. Additionally, EUR 15,980 thousand relating to 30 research and development projects were capitalised to "Intangible Assets - Development" in the balance sheet at 31 December 2013, the value of which, net of amortisation, was EUR 6,646 thousand.

6. MAIN RISKS AND UNCERTAINTIES

The Company is exposed to the financial risks inherent to its business activities.

Financial risks are those that mainly affect the obtainment of necessary financing when required and at a reasonable cost and the maximisation of the available financial resources. The most significant risks are as follows:

- Interest rate risk
- Foreign currency risk
- Credit risk
- Liquidity risk
- Risk relating to financial instruments associated with the Company's shares.
- Risk relating to financial instruments associated with the shares of Abertis Infraestructuras, S.A.

Interest rate risk

Interest rate fluctuations change the future flows from assets and liabilities tied to floating interest rates.

The Company finances its operations with fixed or floating-rate borrowing products based on the estimates made regarding changes in interest rates and debt structure objectives. Hedging transactions can be performed by means of arranging derivatives that mitigate these risks and performing a sensitivity analysis thereon, or by arranging fixed-rate financing.

In relation to the Company's total debt, no derivative financial instruments had been designated as hedges at 31 December 2013, and bank borrowings tied to fixed interest rates represented 97.39%.

The sensitivity of the Company's earnings to an interest rate increase of 0.5%, without taking into consideration bank borrowings tied to fixed interest rates, would be a reduction of EUR 196 thousand in the Company's profit.

Foreign currency risk

The Company operates internationally and is therefore exposed to foreign currency risk on the transactions it performs in foreign currencies

Foreign currency risk is managed centrally and different hedging mechanisms are used to minimise the impact of the fluctuations of each currency against the euro.

The foreign currency risks basically arise on:

- Debt denominated in foreign currencies arranged by the Company or its branches abroad.
- Payments to be made in international markets for procurements or non-current assets.
- Payments receivable from projects tied to currencies other than the Company's functional currency or that of its branches.
- Investments in foreign subsidiaries.

In order to mitigate foreign currency risk, the Company arranges currency derivatives and currency forwards to hedge significant future transactions and cash flows, in keeping with acceptable risk limits.

Also, the net assets stemming from net investments in foreign branches with a functional currency other than the euro are exposed to the risk of exchange rate fluctuations on the translation of the financial statements of these foreign branches during the integration process.

On other occasions, non-current assets denominated in currencies other than the euro are financed in that same currency with a view to creating a natural hedge.

Credit risk

Credit risk is the probability that a counterparty to a contract does not meet its contractual obligations, giving rise to a loss.

The Company has adopted a policy of only trading with solvent third parties and obtaining sufficient guarantees to mitigate the risk of financial loss in the event of non-compliance. The Group obtains information on its counterparty through independent company valuation agencies, other public sources of financial information or the information it obtains from its own relationships with customers and third parties.

The Company's financial assets exposed to credit risk are:

- Non-current financial assets.
- Hedging instruments.
- Trade and other receivables.
- Current financial assets.
- Financial assets included in "Cash and Cash Equivalents".

The balances of these items constitute the Company's total exposure to credit risk.

The credit risk of financial hedging instruments with a positive fair value is limited by the Company, since derivatives are arranged with highly solvent banks with high credit ratings and no single counterparty concentrates significant levels of total credit risk.

The balances of trade receivables for sales and services are made up of a large number of customers from various industries and geographical areas. Private-sector, Spanish customers account for 3.3% of total trade receivables for sales and services.

In all cases, customers are assessed prior to entering into contracts. This assessment includes a solvency study. Over the course of the contract term, changes in debt are monitored on a constant basis and the recoverable amounts are reviewed, and valuation adjustments are made as necessary.

Liquidity risk

The liquidity risk arising from the financing requirements due to timing mismatches between liquidity needs and inflow of funds is managed by the Company by maintaining the appropriate level of cash and marketable securities, as well as by arranging and maintaining sufficient lines of financing.

In order to improve the aforementioned liquidity position, the Company acts with respect to:

- Constant management of its working capital, and in particular, actively manages collections from customers in respect of trade and other receivables.
- Optimisation of its financial position through constant monitoring of the cash projections.
- Management of the arrangement of lines of financing through capital markets.

The Company's liquidity position at 31 December 2013 consisted of:

- Current financial assets amounting to EUR 703,883 thousand.
- Cash and cash equivalents amounting to EUR 308,283 thousand.
- Drawable credit lines and discount facilities amounting to EUR 1,027,740 thousand.

This position minimises the Company's liquidity risk.

Risk relating to financial instruments associated with the Company's shares

The Company arranged equity swaps tied to its share price in order to hedge the potential loss that might arise from the exercise of the options under the existing incentive plans.

In relation to the financial swaps tied to the Company's share price, the commitment is to pay or receive the result of the change in the share price with respect to the reference price until maturity of the derivative and to pay a floating interest rate during the term of the swap.

Risk relating to financial instruments associated with the shares of Abertis Infraestructuras, S.A.

In 2012 the Company arranged a financial swap tied to the share price of Abertis Infraestructuras, S.A., which was terminated in 2013.

In relation to the financial swaps tied to the Company's share price, the commitment is to pay or receive the result of the change in the share price with respect to the reference price until the maturity of the derivative and to pay a floating interest rate during the term of the swap.

7. EVENTS AFTER THE REPORTING PERIOD

On 5 March 2014, the Company successfully completed a plain vanilla bond issue amounting to EUR 400 million, which matures in 2022. The bonds were issued at par and earn an annual rate of interest of 4.75% payable every six months. The last date of issue and payment was 17 March 2014.

8. PROPOSED DISTRIBUTION OF PROFIT AND DIVIDEND

The distribution of the profit for 2013 that the directors of Obrascón Huarte Lain, S.A. will submit for approval by the shareholders at the Annual General Meeting is as follows

	Thousands of euros
2013 profit	101,902
Distribution:	
Dividends	67,594
To voluntary reserves	34,308

The directors of Obrascón Huarte Lain, S.A. will propose to the shareholders at the Annual General Meeting the payment of a maximum total gross dividend of EUR 67,594 thousand, equal to EUR 0.6777 per share, with a charge to:

	Thousands of euros
2013 profit	67,594
Total dividend	67,594

The distribution of profit proposed by the directors does not include any appropriation to the legal reserve, since the stipulated level had been reached in prior years.

MODEL ANNEX I
CORPORATE GOVERNANCE ANNUAL REPORT
FOR LISTED COMPANIES

ISSUER'S PARTICULARS

END OF FISCAL YEAR DATE: 31/12/2013

EMPLOYER'S IDENTIFICATION NUMBER: A48010573

Company name: OBRASCON HUARTE LAIN, S.A.

Company's registered office: Paseo de la Castellana, nº 259 D – Torre Espacio, 28046 Madrid

**CORPORATE GOVERNANCE ANNUAL REPORT
FOR LISTED COMPANIES**

A. OWNERSHIP STRUCTURE

A.1 Fill out the following table on the company's share capital:

Date of last change	Share capital	Number of shares	Number of voting rights
18/12/2009	59,844,565.20	99,740,942	99,740,942

Indicate if there are different classes of shares that carry different rights:

NO

Class	Number of shares	Unit par value	Unit number of voting rights	Other rights

A.2 List the direct and indirect holders of significant ownership interests in the Company at the end of the reporting period, excluding Directors:

Name or Company name of shareholder	Number of direct voting rights	Indirect rights		% over total voting rights
		Direct holder of interest	Number of voting rights	
INVESCO LTD	4,792,198	INVESCO ASSET MANAGEMENT LIMITED	2,090,570	4.80
		OTHER ENTITIES TOTAL HOLDING	534,257	
		INVESCO FUND MANAGERS LIMITED	2,167,371	

INMOBILIARIA ESPACIO, S.A.	60,903,899	ESPACIO ACTIVOS FINANCIEROS, S.L.U.	7,977,991	61.06
		FERTIBERIA CASTILLA-LEÓN, S.A.	329,457	
		FERTIBERIA, S.A.	670,543	
		GRUPO FERROATLÁNTICA, S.A.U.	1,036,233	
		GRUPO VILLAR MIR, S.A.U.	40,425,027	
		GVM DEBENTURES LUXI, S.A.	10,464,648	

Specify the most significant variations in shareholder structure during the year:

Name or Company name of Shareholder	Date of the Transaction	Description of the transaction
DEUTSCHE BANK AG	09/08/2013	Ownership interest has fallen below 3% of share capital
BNP PARIBAS, SOCIETE ANONYME	18/03/2013	Ownership interest has fallen below 3% of share capital
NATIXIS, S.A.	17/01/2013	Ownership interest has fallen below 3% of share capital

A.3 Fill out the following tables on the members of the Company's Board of Directors who hold voting rights over shares in the company:

Name or company name of Director	Number of direct voting rights	Number of indirect voting rights		% over total voting rights
		Direct holder of interest	Number of voting rights	
JUAN LUIS OSUNA GÓMEZ	6,635			0.00
JOSEP PIQUÉ CAMPS	509			0.00

ALBERTO MIGUEL TEROL ESTEBAN	26,040			0.02
JAVIER LÓPEZ MADRID	0	FINANCIERA SIACAPITAL, S.L.	6,000	0.00
LUIS SOLERA GUTIERREZ	0	REVERTER 17, S.L.	23,966	0.04
		INVERSIONES SOLBUS SICAV, S.A.	14,100	

0.08

Total % of voting rights held by the Board of Directors:

Fill out the following tables on the members of the Company's Board of Directors who hold rights over shares in the Company:

Name or company name of Director	Number of direct voting rights	Indirect rights		Equivalent number of shares	% over total voting rights
		Direct Holder	Number of voting rights		

A.4 Indicate, as appropriate, any relationships of a family, commercial, contractual or corporate nature existing between the holders of significant ownership interests, insofar as they are known to the company, unless they have scant relevance or arise from the ordinary course of business:

Related name or company name	Type of relationship	Brief description

A.5 Indicate, as appropriate, any relationships of a commercial, contractual or corporate nature existing between the holders of significant ownership interests and the company and/or its Group, unless they have scant relevance or arise from the ordinary course of business:

Related name or company name	Type of relationship	Brief description

A.6 Indicate whether the company has been notified of any shareholders agreements that may affect it pursuant to Sections 530 and 531 of Companies Law. If so, briefly describe them and specify the shareholders party to those agreements:

NO

Parties to the shareholders'	% of affected share capital	Brief description of agreement

Indicate whether the company is cognizant of the existence of concerted actions between the shareholders. If so, briefly describe them:

NO

Parts of concerted actions	% of affected share capital	Brief description of agreement

Expressly indicate any amendment to or termination of such agreements or concerted action during the fiscal term:

A.7 Indicate whether there is any individual or legal entity that exercises, or can exercise, control over the Company, in accordance with Article 4 of the Securities Market Law. If so, describe them briefly:

YES

Name or company name
INMOBILIARIA ESPACIO, S.A.
Comments

A.8 Fill out the following tables on the company's treasury shares:

Number of direct shares	Number of indirect shares	total % on share capital
246,534	0	0.24

(*) Through:

Name or company name of direct holder of ownership interest	Number of direct shares
Total	

Give details of any significant variations during the year, in accordance with Royal Decree 1362/2007:

Notification date	Total purchased shares	Total indirect purchased shares	total % on share capital
12/02/2013	1,005,717	0	1.01
20/03/2013	1,001,810	0	1.00
20/05/2013	1,035,854	0	1.04
03/07/2013	1,007,736	0	1.01
09/09/2013	1,020,822	0	1.02
22/10/2013	1,025,275	0	1.03
17/12/2013	1,053,743	0	1.06

A.9 State the conditions and the term of the authorisation currently in force granted by the General Meeting to the Board of Directors to carry out acquisitions or transfers of treasury shares.

Pursuant to Article 146 of the Companies Law, the Annual General Meeting held, on first call, on 14 May 2013, resolved to authorise the Company's Board of Director to acquire treasury shares under any transfer mode approved by law, directly or through a subsidiary or affiliated company, up to the maximum amount legally accepted. The authorisation has 5 years duration and the shares shall be acquired at a maximum price of 60 euros per share, with no minimum price limit and voids for the unused part, the authorisation granted to this end in the General Meeting held on 8 may 2012.

Pursuant to Article 146.1a) of the Companies Law, acquired shares may be granted to company employees or directors according to remuneration or as a result of timely agreed options or shareholding plans.

A.10 Explain any restrictions on the transfer of securities and on voting rights. Specifically, any restrictions hindering the taking of control of the Company through the acquisition of its shares on the Market shall be informed.

NO

Description of restrictions

A.11 State if the General Meeting has resolved to adopt measures to neutralise a take-over bid pursuant to the provisions of Law 6/2007.

NO

If applicable, describe the measures approved and the terms under which the restrictions shall become void:

A.12 Indicate whether the Company has issued securities that are not traded on an EU regulated market.

NO

If so, please indicate the different classes of shares and, for each class of shares, the related rights and obligations.

B. ANNUAL GENERAL MEETING

B.1 State if there are differences with the quorum provisions of the Companies Law in respect of General Meetings. If so, give details.

NO

	% quorum different than that established under Article 193 SCA for general cases	% quorum different from the one set out in Article 194 of the Companies Law for special cases under Article.
Quorum Required on 1st Call		
Quorum required at 2nd call		

Description of the differences

B.2 State if there are differences with the rules laid down in the Companies the adoption of resolutions. If so, give details:

NO

Describe how they differ from the rules established in the Companies Law.

	Reinforced majority other than the one established in Article 201.2 of the Companies Law for the cases contained in Article 194.1	Other cases for reinforced majority
% Required by the Company to Adopt resolutions		

Describe the Differences

B.3 Provisions applicable to the amendment to the company's bylaws. Specifically, the required majorities for amending the bylaws shall be informed, as well as the provisions set forth for safeguarding the rights of the shareholders during the bylaw amendments, as the case may be.

Pursuant to the provisions of Article 17 of the Bylaws, in order to make any amendments to the Bylaws, the shareholders' meeting, on the first call, must be attended by shareholders or proxies holding at least fifty percent of the subscribed share capital entitled to vote.

On the second call, attendance by twenty-five percent of the Company's capital share entitled to vote shall suffice.

If shareholders attend that represent twenty-five percent or more of the subscribed Capital entitled to vote, without reaching fifty percent of the share capital, the adoption of the agreement shall only be validly adopted with the favourable vote of two thirds of the capital present or represented by proxy at the Shareholders' Meeting.

B.4 Indicate the data on attendance at the General Meetings held in the year to which this report refers:

Date of General Meeting	Attendance data				
	% attendance in person	% attendance by proxy	% distance vote		Total
			Electronic vote	Other	
08/05/2012	43.54	19.80	0.00	0.00	63.34
14/05/2013	35.98	30.93	0.00	0.00	66.92

B.5 Indicate whether the bylaws contain any restriction establishing a minimum number of shares required to attend the Annual General Meeting:

YES

Number of shares required to attend a General Meeting	1
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B.6 Please indicate whether it was agreed that certain decisions entailing a structural change to the Company ("subsidiarisation", purchase or sale of essential operating assets, transactions involving the Company's liquidation...) should be submitted to the approval of the General Shareholders' Meeting, even though this is not expressly required under company laws.

NO

B.7 Please indicate the Company's web site URL and how to access the information on corporate governance and other information on the General Shareholders' Meetings that needs to be made available to the shareholders through the Company's website.

Website: www.ohl.es
 Information on Corporate Governance: path OHL/Gobierno Corporativo.
 Other disclosures on General Meetings: path OHL/Gobierno Corporativo/Junta General de Accionistas.

C. MANAGEMENT STRUCTURE OF THE COMPANY

C.1 Board of Directors

C.1.1 Detail the maximum and minimum number of directors as per the bylaws:

Maximum number of directors	13
Minimum number of directors	7

C.1.2 Board members:

Name or company name of director	Representative	Board office	Date of first appointment	Date of last appointment	Procedure for election
JUAN-MIGUEL VILLAR MIR		CHAIRMAN	01/08/1987	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING
JUAN VILLAR-MIR DE FUENTES		FIRST DEPUTY CHAIRMAN	25/06/1996	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING
JOSEP PIQUÉ CAMPS		DEPUTY CHAIRMAN-CEO	01/10/2013	01/10/2013	AGREEMENT ON BOARD OF DIRECTORS
SILVIA VILLAR-MIR DE FUENTES		DIRECTOR	15/01/2008	20/05/2008	AGREEMENT ON ANNUAL GENERAL MEETING
JAVIER LÓPEZ MADRID		DIRECTOR	23/06/1992	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING
TOMÁS GARCÍA MADRID		DIRECTOR	25/06/1996	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING
SAAREMA INVERSIONES, S.A.	JOAQUÍN GARCÍA-QUIRÓS RODRÍGUEZ	DIRECTOR	30/07/1996	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING
LUIS SOLERA GUTIÉRREZ		DIRECTOR	20/04/1999	05/05/2009	AGREEMENT ON ANNUAL GENERAL MEETING

ALBERTO MIGUEL TEROL ESTEBAN		DIRECTOR	23/03/2010	18/05/2010	AGREEMENT ON ANNUAL GENERAL MEETING
ÁLVARO VILLAR-MIR DE FUENTES		DIRECTOR	23/03/2010	18/05/2010	AGREEMENT ON ANNUAL GENERAL MEETING
JUAN LUIS OSUNA GÓMEZ		DIRECTOR	08/05/2012	08/05/2012	AGREEMENT ON ANNUAL GENERAL MEETING
MÓNICA SOFÍA DE ORIOL ICAZA		DIRECTOR	08/05/2012	08/05/2012	AGREEMENT ON ANNUAL GENERAL MEETING

Total number of directors	12
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Indicate any removals of directors during the reporting period:

Name or company name of Director	Director's condition upon termination	Date of termination
FRANCISCO MARÍN ANDRÉS	Executive	01/10/2013

C.1.3. Fill out the following tables on the members of the Board and their status:

Executive Directors

Name or company name of director	Committee proposing appointment	Office per Company organisation chart
JUAN LUIS OSUNA GÓMEZ	APPOINTMENTS AND REMUNERATION COMMITTEE	DIRECTOR AND GENERAL MANAGER
JOSEP PIQUÉ CAMPS	APPOINTMENTS AND REMUNERATION	SECOND DEPUTY CHAIRMAN AND CEO

Total number of executive directors	2
% over total of the Board	16.66

Non-executive proprietary directors

Name or company name of director	Committee proposing appointment	Name or company name of significant shareholder represented or proposing appointment
JUAN-MIGUEL VILLAR MIR	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.
JUAN VILLAR-MIR DE FUENTES	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.
ÁLVARO VILLAR-MIR DE FUENTES	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.

JAVIER LÓPEZ MADRID	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.
SILVIA VILLAR-MIR DE FUENTES	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.
TOMÁS GARCÍA MADRID	APPOINTMENTS AND REMUNERATION COMMITTEE	GRUPO VILLAR MIR, S.A.U.
Total number of proprietary directors		6
% over total of the Board		50.00

Independent Non-Executive Directors

Name or company name of director	Profile
MÓNICA SOFÍA DE ORIOL ICAZA	Degree in Business and Economics from Universidad Complutense de Madrid and undergraduate degree in Economy of the European Union from the London School of Economics. She has held offices in companies and associations, at the same time that she performed teaching activities at Universidad Complutense de Madrid and at Saint Louis University's campus in Madrid. Since 1989, main shareholder and CEO of Seguriber-Umano Group, Chairwoman of Secot and of the Circulo de Empresarios (Businessmen Circle), member of the Protective Board of the Vizcaína Aguirre Foundation, member of the Board of Trustees of the Rafael Pino Foundation, member and former Chairwoman of YPO Madrid's Chapter, member of IWF, and independent director of Indra Sistemas, S.A.
ALBERTO MIGUEL TEROL ESTEBAN	Degree in Economics and Business Administration, Master's degree in Tax Law (ICADE) from the University of Comillas de Madrid and member of the Executive Board of Circulo de Empresarios (Businessmen Circle). He is a former Partner of Arthur Andersen, Manager of the firm Arthur Andersen, Asesores Legales y Tributarios, member of the world Partnership Council of Andersen Worldwide, member of the Executive Committee of Arthur Andersen in Europe, Managing Partner of Andersen's global legal and tax practice, Manager-Partner of the firm Garrigues-Andersen, Chairman of Andersen for Europe, member of the Andersen World Executive Committee, member of the Deloitte World Executive Committee, Chairman for Latin America and Global Manager of the Deloitte and Andersen integration worldwide, member of the Deloitte World Executive Committee and Chairman for Europe, the Middle East and Africa and Managing Partner of the legal and tax practice worldwide. He is currently Director of Indra Sistemas, S.A., Director of International Consolidated Airlines Group, S.A. (IAG), International Senior Advisor at BNP Paribas, S.A. Non Executive Director of Aktua, S.A.
LUIS SOLERA GUTIÉRREZ	Industrial Engineer, holding responsibility positions in the service, mining, banking and real estate sectors, plus 20 years in the IT and communications sectors. He is currently Honorary Chairman of Tecocom Telecomunicaciones y Energía, S.A. and director of Informes y Proyectos, S.A. (INYPSA)

SAAREMA INVERSIONES, S.A.	Holding company. Mr. Garcia-Quiros is an industrial engineer, who developed part of his professional career at Alcatel and later held responsibility positions at Banco de Credito Oficial. He was member of Cortefiel's international management and Board of Directors, and in the industrial sector he was director of Nicolás Correa, S.A. He is currently de Saarema Inversiones, S.A.'s Chief Executive Officer.
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Total number of independent directors	4
Total % of the Board	33.33

Indicate whether any independent director receives any sums of money or benefits from the Company or from the Company's Group, other than the directors' remuneration, or whether he or she currently has or formerly had, over the last year, a business relationship with the Company or with any Group company, whether on his/her behalf or as a significant shareholder, director or senior executive of an entity currently or formerly maintaining such a relationship.

NO

If so, please include a well-founded statement by the Board of Directors regarding the reasons why it considers this director suitable to perform duties as an independent director.

Name or company name of Director	Description of the relationship	Well-founded Statement

Other non-executive directors

Name or company name of director	Committee proposing appointment

Total number of other non-executive directors	
% over total of the Board	

Give reasons why these other non-executive directors cannot be considered either proprietary or independent members and their relations, whether with the company or its officers, or with its shareholders:

Name or company name of Director	Reason	Company, officer or shareholder with whom relation is

Indicate any variations in the status of each director that may have occurred during the year:

Name or company name of Director	Date of change	Previous status	Current status

C.1.4 Fill out the following table with the information regarding the number of female directors during the last 4 fiscal years, as well as the nature of those female directors:

	Number of female directors			
	Fiscal year t	Fiscal year t-1	Fiscal year t-2	Fiscal year t-3
Committee	0	0	0	0
Proprietary	1	1	1	1
Independent	1	1	0	0
Other external	0	0	0	0
Total	2	2	1	1

	% over total directors of each type			
	Fiscal year t	Fiscal year t-1	Fiscal year t-2	Fiscal year t-3
Committee	0.00	0.00	0.00	0.00
Proprietary	16.66	16.66	16.66	16.66
Independent	25.00	25.00	0.00	0.00
Other external	0.00	0.00	0.00	0.00
Total	41.66	41.66	16.66	16.66

C.1.5 Explain the measures that would have been adopted, as the case may be, to attempt to include a number of women in the Board of Directors so as to reach a balanced number of Men and women.

Explanation of measures

Article 20.1 of the Board Regulations states that the Appointments and Remuneration Committee shall be especially responsible for avoiding all kinds of biases that may hinder the appointment of female directors when a position opens up and for deliberately seeking women that may potentially cover those positions.

C.1.6 Explain the measures that would have been decided by the Appointments Committee, as the case may be, so that the selection processes are free of implicit biases hindering the selection of female directors, and so that the Company may deliberately headhunt and include among the potential candidates, women with the sought-after professional profile:

Explanation of measures

The Board Regulations states that the Appointments and Remuneration Committee shall be especially responsible for avoiding all kinds of biases that may hinder the appointment of

female directors when a position opens up and for deliberately seeking women that may potentially cover those positions.

In compliance with this principle, the Committee collects from its members the nomination of candidates that a priori are able to meet the professional and speciality requirements that are deemed relevant in each case to cover the open positions in question.

If in spite of the measures that have been adopted, as the case may be, the number of female directors is low or nil, please provide the reasons:

Explanation of measures

The Board of Directors has two females director.

C.1.7 Explain how shareholders with substantial equity interests are represented on the Board of Directors.

Article 8.2 of the Board Regulations establishes that "The Board shall at any rate ensure that a majority group of non-executive Directors shall include the shareholders or proxies of shareholders of permanent significant equity interests in the Company's share capital (proprietary directors) and professionals of renowned background and capacity that are not related to management or to the significant shareholders (independent directors)".

The six directors representing Grupo Villar Mir, S.A.U. have been appointed in conformity with the above.

C.1.8 Describe, if applicable, the reasons why proprietary Directors have been appointed at the initiative of shareholders whose shareholding is less than 5% of share capital.

Name or Company name of Shareholder	Evidenced by:

State if formal requests for a presence of the Board have been rejected from shareholders with a shareholding equal to or greater than that of others who have been successfully appointed proprietary directors. If applicable, state the reasons for such rejection:

NO

Name or Company name of Shareholder	Explanation

C.1.9 State if a director has resigned from his or her directorship before completing the term of office, if such director has given his or her reasons to the Board and by what means; and, if the reasons have been notified in writing to the entire Board, describe below at least the reason argued by the director.

Name of Director	Reason for
FRANCISCO MARÍN ANDRÉS	As a result of the reorganisation of the OHL Group, he submitted her resignation as executive director

C.1.10 Indicate what powers, if any, have been delegated to the Chief Executive Officer/s:

JOSEP PIQUÉ CAMPS	All of the powers of the Board of Directors, save for those that cannot be delegated pursuant to law and the provisions of Article 5 of the Board Regulations, including: approval of the company's general strategies; appointment, remuneration and, if applicable, dismissal of Company's senior executives; approval of matters related to treasury stock policy; control of executives' management and evaluation; identification of the company's main risks; determination of policy of information and communication from the shareholders, the markets and public opinion; and, in general, transactions involving Company's substantial assets.
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C.1.11 Identify, as appropriate, the Board members who hold office as directors or executives at other companies forming part of the listed Company's group:

Name or company name of Director	Company name of Group company	Position
JUAN VILLAR-MIR DE FUENTES	OHL CONCESIONES, S.A.U.	CHAIRMAN AND CEO
JUAN VILLAR-MIR DE FUENTES	CENTRO CANALEJAS MADRID, S.L.	CHAIRMAN
JUAN VILLAR-MIR DE FUENTES	OBRASCON HUARTE LAIN, DESARROLLOS, S.L.U.	DIRECTOR
JAVIER LÓPEZ MADRID	OHL CONCESIONES, S.A.U.	DIRECTOR
TOMÁS GARCÍA MADRID	OHL CONCESIONES, S.A.U.	DIRECTOR
TOMÁS GARCÍA MADRID	AEROPISTAS, S.L.U.	DIRECTOR
TOMÁS GARCÍA MADRID	AUTOPISTA EJE AEROPUERTO CONCESIONARIA ESPAÑOLA, S.A.U.	DIRECTOR
TOMÁS GARCÍA MADRID	AVALORA TECNOLOGÍAS DE LA INFORMACION, S.A.	CHAIRMAN
TOMÁS GARCÍA MADRID	CENTRO CANALEJAS MADRID, S.L.	DIRECTOR
TOMÁS GARCÍA MADRID	OBRASCON HUARTE LAIN, DESARROLLOS, S.L.U.	DIRECTOR
TOMÁS GARCÍA MADRID	OHL MEXICO, S.A.B. DE C.V.	DIRECTOR
FRANCISCO MARÍN ANDRÉS	OBRASCON HUARTE LAIN, CONSTRUCCION INTERNACIONAL, S.L.U.	CHAIRMAN
FRANCISCO MARÍN ANDRÉS	OHL CONSTRUCTION CANADA, INC	DIRECTOR
FRANCISCO MARÍN ANDRÉS	OHL CENTRAL EUROPE, AS.	CHAIRMAN OF SUPERVISORY BOARD
FRANCISCO MARÍN ANDRÉS	OHL ZS, A.S.	CHAIRMAN OF SUPERVISORY BOARD
FRANCISCO MARÍN ANDRÉS	ZPSV, A.S.	CHAIRMAN OF SUPERVISORY BOARD
FRANCISCO MARÍN ANDRÉS	ARELLANO CONSTRUCTION CO.	DIRECTOR
FRANCISCO MARÍN ANDRÉS	BNS INTERNATIONAL, INC	CHAIRMAN
FRANCISCO MARÍN ANDRÉS	CAC VERO I, LLC	DIRECTOR
FRANCISCO MARÍN ANDRÉS	COMMUNITY ASPHALT, CORP	DIRECTOR
FRANCISCO MARÍN ANDRÉS	JUDLAU CONTRACTING, INC	DIRECTOR
FRANCISCO MARÍN ANDRÉS	OHL USA, INC	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL CONCESIONES, S.A.U.	CHIEF EXECUTIVE OFFICER
JUAN LUIS OSUNA GÓMEZ	AEROPISTAS, S.L.U.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	AUTOPISTA EJE AEROPUERTO CONCESIONARIA ESPAÑOLA, S.A.U.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	CERCANÍAS MOSTOLES NAVALCARNERO, S.A.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	EUROCONCESIONES, S.L.U.	JOINT ADMINISTRATOR

JUAN LUIS OSUNA GÓMEZ	EUROGLOSA 45, CONCESIONARIA DE LA COMUNIDAD DE MADRID, S.A.U.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	METRO LIGERO OESTE, S.A.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL C EMISIONES, S.A.U.	SOLE DIRECTOR
JUAN LUIS OSUNA GÓMEZ	OHL EMISIONES, S.A.U.	REPRESENTATIVE NATURAL PERSON OF DIRECTOR "OHL CONCESIONES, S.A.U."
JUAN LUIS OSUNA GÓMEZ	PACHIRA, S.L.U.	SOLE DIRECTOR
JUAN LUIS OSUNA GÓMEZ	PARTICIPES EN METRO LIGERO OESTE, S.L.U.	SOLE DIRECTOR
JUAN LUIS OSUNA GÓMEZ	TRAFICO Y TRANSPORTE SISTEMAS, S.A.U.	JOINT ADMINISTRATOR
JUAN LUIS OSUNA GÓMEZ	VINCIDA GRUPO DE INVERSIONES 2006, S.L.	JOINT ADMINISTRATOR
JUAN LUIS OSUNA GÓMEZ	AUTOPARK, S.A.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL CONCESIONES CHILE, S.A.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL CONCESIONES COLOMBIA, S.A.S.	MEMBER OF THE BOARD OF DIRECTOR
JUAN LUIS OSUNA GÓMEZ	OHL INVESTMENTS, S.A.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	ADMINISTRADORA MEXIQUENSE DEL AEROPUERTO INTERNACIONAL DE TOLUCA, S.A. DE C.V.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	AUTOPISTA URBANA NORTE, S.A. DE C.V.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	CONCESIONARIA MEXIQUENSE, S.A. DE C.V.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	CONSTRUCCIONES AMOZOC PEROTE, S.A. DE C.V.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	CONTROLADORA VIA RAPIDA POETAS, S.A.P.I. DE C.V.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	COORDINADORA VIA RAPIDA PONIENTE, S.A.P.I. DE C.V.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	GRUPO AUTOPISTAS NACIONALES, S.A.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	LATINA MÉXICO, S.A. DE C.V.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL MEXICO, S.A.B. DE C.V.	DEPUTY CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OHL TOLUCA, S.A. DE C.V.	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	OPERADORA VIA RAPIDA POETAS, S.A.P.I. DE C.V.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	PRESTADORA DE SERVICIOS VIA RAPIDA PONIENTE, S.A.P.I. DE C.V.	DIRECTOR
JUAN LUIS OSUNA GÓMEZ	OHL INFRAESTRUCTURE, INC	CHAIRMAN
JUAN LUIS OSUNA GÓMEZ	TERMINAL CERROS DE VALPARAISO, S.A.	DIRECTOR
FRANCISCO MARÍN ANDRÉS	OHL BUILDING, INC	DIRECTOR

C.1.12. Give details, as appropriate, of any directors of the Company who are members of the Boards of Directors of other non-Group companies that are listed on official securities markets in Spain, as disclosed to the Company:

Name or company name of Director	Company name of listed company	Position
ALBERTO MIGUEL TEROL ESTEBAN	INDRA SISTEMAS, S.A.	DIRECTOR
LUIS SOLERA GUTIÉRREZ	TECNOCOM, TELECOMUNICACIONES Y ENERGÍA, S.A.	DIRECTOR
LUIS SOLERA GUTIÉRREZ	INYPESA INFORMES Y PROYECTOS, S.A.	DIRECTOR
MÓNICA SOFÍA DE ORIOL ICAZA	INDRA SISTEMAS, S.A.	DIRECTOR
ALBERTO MIGUEL TEROL ESTEBAN	INTERNATIONAL CONSOLIDATED AIRLINES GROUP, S.A. (IAG)	DIRECTOR
JOSEP PIQUÉ CAMPS	PLASMIA BIOTECH, S.L.	DIRECTOR
JOSEP PIQUÉ CAMPS	EADS, NV	DIRECTOR
JOSEP PIQUÉ CAMPS	GRUPO EZENTIS, S.A.	DIRECTOR
JOSEP PIQUÉ CAMPS	GRUPO EMPRESARIAL SAN JOSE, S.A.	DIRECTOR
JUAN-MIGUEL VILLAR MIR	BANCO SANTANDER, S.A.	DIRECTOR
JUAN-MIGUEL VILLAR MIR	ABERTIS INFRAESTRUCTURAS, S.A.	DIRECTOR
JUAN VILLAR-MIR DE FUENTES	ABERTIS INFRAESTRUCTURAS, S.A.	DIRECTOR
TOMÁS GARCÍA MADRID	ABERTIS INFRAESTRUCTURAS, S.A.	DIRECTOR

C.1.13 State and, if applicable, explain if the company has set forth rules on the number of boards on which its Directors may hold seats:

YES

Explanation of measures

Pursuant to the Company's Board of Directors Regulations, in general and save exception duly justified by the Appointments and Remuneration Committee, members of more than five boards of directors cannot be proposed as directors.

C.1.14 Indicate the Company's general policies and strategies that the full Board has decided to approve:

Investment and financing policy	YES
Definition of the structure of the corporate group	YES
Corporate governance policy	YES
Corporate social responsibility policy	YES
Strategic or business plan and the annual management objectives and budgets	YES
Compensation and performance evaluation policy for senior executives	YES
Risk control and management policy and periodic monitoring of internal reporting and control systems	YES
Dividend policy and treasury shares policy and, in particular, limits thereon	YES

C.1.15 Indicate the overall remuneration of the Board of Directors:

Total directors' Remuneration (Thousands of euros)	3,270
Total remuneration corresponding to pension-related rights accumulated by directors (thousands of euros)	316
Total remuneration by type of director)	3,586

C.1.16 Identify the senior executives who are not executive Directors, and indicate the total remuneration accrued for them during the year:

Name or company name	Position/
ANDRÉS PAN DE SORALUCE MUGUIRO	CHAIRMAN OF OHL DESARROLLOS
LUIS ANTONIO GARCÍA-LINARES GARCÍA	CORPORATE GENERAL MANAGER
GONZALO DE SAN CRISTÓBAL TIERRA	CHAIRMAN OF OHL INDUSTRIAL
ENRIQUE WEICKERT MOLINA	CHIEF FINANCIAL OFFICER

JOSE MARIA DEL CUVILLO PEMÁN	GENERAL MANAGER OF LEGAL SERVICES
JOSÉ FÉLIX DE LERMA PAREJA	AUDIT MANAGER
Total remuneration of senior executives (thousand Euros)	3,945

C.1.17 Indicate, as appropriate, which Board members are, in turn, members of the Boards of Directors or executives or employees of companies that hold significant ownership interests in the listed Company and/or Group companies:

Name or company name of Director	Name or company name of significant shareholder	Position
JUAN-MIGUEL VILLAR MIR	INMOBILIARIA ESPACIO, S.A.	CHAIRMAN AND CEO
JUAN VILLAR-MIR DE FUENTES	INMOBILIARIA ESPACIO, S.A.	DEPUTY CHAIRMAN AND CEO
ÁLVARO VILLAR-MIR DE FUENTES	INMOBILIARIA ESPACIO, S.A.	DIRECTOR
SILVIA VILLAR-MIR DE FUENTES	INMOBILIARIA ESPACIO, S.A.	DIRECTOR
JUAN VILLAR-MIR DE FUENTES	FERTIBERIA, S.A.	DEPUTY CHAIRMAN AND CEO
JUAN VILLAR-MIR DE FUENTES	GRUPO VILLAR MIR, S.A.U.	DEPUTY CHAIRMAN AND CEO
ÁLVARO VILLAR-MIR DE FUENTES	GRUPO VILLAR MIR, S.A.U.	DIRECTOR
SILVIA VILLAR-MIR DE FUENTES	GRUPO VILLAR MIR, S.A.U.	DIRECTOR
TOMÁS GARCÍA MADRID	FERTIBERIA, S.A.	DIRECTOR
TOMÁS GARCÍA MADRID	GRUPO VILLAR MIR, S.A.U.	CHIEF EXECUTIVE OFFICER
TOMÁS GARCÍA MADRID	GVM DEBENTURES LUXI, S.A.	DIRECTOR
TOMÁS GARCÍA MADRID	FERROATLÁNTICA, S.A.	DIRECTOR
TOMÁS GARCÍA MADRID	GRUPO FERROATLÁNTICA, S.A.U.	DIRECTOR
JAVIER LÓPEZ MADRID	ESPACIO ACTIVOS FINANCIEROS, S.L.U.	SOLE DIRECTOR
JAVIER LÓPEZ MADRID	FERTIBERIA, S.A.	DIRECTOR
JAVIER LÓPEZ MADRID	FERROATLÁNTICA, S.A.	DEPUTY CHAIRMAN AND CEO
JAVIER LÓPEZ MADRID	GRUPO FERROATLÁNTICA, S.A.U.	DEPUTY CHAIRMAN AND CEO
JAVIER LÓPEZ MADRID	GRUPO VILLAR MIR, S.A.U.	CHIEF EXECUTIVE OFFICER

Give details, as appropriate, of any material relationships, other than those envisaged under the preceding heading, of the members of the Board of Directors with significant Shareholders and/or at Group companies:

Name or company name of associated director	Name or company name of significant associated shareholder	Description of relationship
TOMÁS GARCÍA MADRID	INMOBILIARIA ESPACIO, S.A.	General Legal Representative

C.1.18 Indicate the amendments, if any, to the Board Regulations during the year:

NO

Description of changes

C.1.19 Indicate the procedures for the appointment, re-election, evaluation and removal of directors. Give details of the competent bodies, the formalities to be fulfilled and the criteria to be used in each of the procedures.

Any appointment or re-election proposal submitted by the Board of Directors to the General Meeting for approval and any appointments made by the Board by its legally stipulated powers of cooption are preceded by a proposal or report by the Appointments and Remuneration Committee. The Committee will attempt to ensure that the members elected are competent, solvent and experienced (art. 20), and in the cases of re-election it shall assess the work and dedication of the directors (art. 21 Board Regulations).

Every year the Board assesses its performance at a meeting in which all directors actively participate. Prior to the meeting, the directors fill out an anonymous questionnaire and the Board Secretary drafts a report discussing the replies that serve as a basis for the Board's self-assessment discussion. The assessment carried out in financial year 2013 was rated as satisfactory.

At that same Board meeting, in the absence of the Chairman, an Assessment of his performance is made, stating the outcome thereof for the record in the meeting minutes. The assessment carried out in financial year 2013 was rated as satisfactory.

Directors removal shall be effective at the end of the period for which they were appointed, or when so resolved by the General Meeting. In addition, they must tender their resignation to the Board of Directors if they are disqualified on the grounds pursuant to the Board Regulations, upon prior report by the Appointments and Remuneration Committee.

C.1.20 Indicate whether the Board of Directors has performed an assessment of its Activity during the year:

YES

If so, explain to what extent the self-assessment has given rise to important changes in its internal organisation and on the procedures applicable to its activities:

Description of changes

Each committee is responsible for drafting an annual report on the activities developed throughout the previous fiscal year, included as part of the Company's annual public report. Additionally, the Board of Directors assesses its own operation on a yearly basis, as well as that of the Board of Directors Chairman. It is stated for the record that the self-assessment for this year has not given rise to any changes.

C.1.21 Indicate the cases in which the directors must resign.

Article 23 of the Board Regulations states that directors shall tender their resignation to the Board of Directors in the following cases:

- a) Proprietary directors, when transferring their equity interest.
- b) Upon removal from executive positions to which their appointment as director is linked.
- c) When they are disqualified on the grounds of conflict of interest or any other legal grounds.
- d) When indicted for any presumed crime or when subjected to disciplinary measures for serious or very serious breach determined by supervising authorities.
- e) When seriously reprimanded by the Audit and Compliance Committee and the Corporate Social Responsibility Committee upon breaching of director's obligations.
- f) when their continuity in the Board can jeopardise the interests of the Company or when the reasons for their appointment no longer apply.

C.1.22 State whether the chairman of the Board of Directors also performs the functions of the company's Chief Executive. If so, describe the measures taken to limit the risks of power being concentrated in the hands of one person:

NO

Measures to limit risks

Indicate, and if applicable describe, any rules that have been established that authorise an independent director to request that a Board meeting be called or that new topics be included on the agenda, to coordinate and voice the concerns of non-executive Directors and to manage the evaluation by the Board of Directors

NO

Explanation of rules

C.1.23 Are qualified majorities, other than statutory majorities, required for any type of decision?:

NO

Describe the Differences, if applicable.

Description of the differences

C.1.24 Explain whether there are any specific requirements, apart from those relating to the Directors, to be appointed Chairman.

NO

Description of requirements

C.1.25 State whether the Chairman has a casting vote:

NO

Matters to which casting vote applies

C.1.26 Indicate whether the bylaws or the board regulations set any age limit for Directors:

NO

Age limit for Chairman	
Age limit for Chief Executive	
Age limit for Directors	

C.1.27 Indicate whether the Bylaws or the Board Regulations set a limited term of office for independent directors:

NO

Maximum term of office	
------------------------	--

C.1.28 Indicate whether the Bylaws or the Board regulations establish specific rules with regard to the delegation of votes in the Board of Directors, the method for doing so and, specifically, the maximum number of delegations a director may have, as well as whether it is compulsory to delegate one's vote to a director of the same nature. If so, give brief details.

Directors who cannot attend the meeting shall delegate their vote in favour of a member holding the same position, including the corresponding instructions (Article 18 of the Board of Directors Regulations).

C.1.29. Indicate the number of Board meetings held during the year, and how often the Board has met without the Chairman's attendance. For this purpose, appointments of representatives.

Number of Board meetings	7
Number of Board meetings without Chairman's attendance	0

Indicate how many meetings of the various Board Committees were held during the year.

Committee	Meetings
AUDIT, COMPLIANCE AND CORPORATE SOCIAL RESPONSIBILITY COMMITTEE	7
APPOINTMENTS AND REMUNERATION COMMITTEE	5

C.1.30 State the number of meetings held by the Board of Directors during the financial year, which were not attended by all members. For this purpose, appointments of representatives with specific instructions will be considered attendances:

Directors attendances	6
% attendance of total votes during the period	0.01

C.1.31 Indicate whether the individual and consolidated financial statements submitted for approval by the Board are duly certified:

YES

Name	Position
ENRIQUE WEICKERT MOLINA	CHIEF FINANCIAL OFFICER

C.1.32 Explain the mechanisms, if any, established by the Board of Directors to prevent the individual and consolidated financial statements prepared by it from being submitted at the Annual General Meeting with a qualified auditors' report.

Financial statements, like all other periodic financial information or any other that might have to be disclosed to the markets, are examined by the Audit, Compliance and Corporate Social Responsibility Committee at a periodic meeting attended by external auditors, where they report on their auditing, all pursuant to Article 15 of the Board Regulations.

Likewise, Article 43 of the abovementioned Regulations states that the Board shall produce the financial statements leaving room for amendments by the Auditor, a recommendation that the Company has been compliant with since being listed on the securities market.

C.1.33 Is the Board Secretary a director?

NO

C.1.34 Describe the procedures for appointment and removal of the Board Secretary, stating whether the appointment and removal are reported on by the Appointments Committee and approved by the full Board.

Procedure for appointment and removal

The proposal for the Board's Secretary appointment or removal shall be reported by the Appointments and Remuneration Committee to the entire Board of Directors pursuant to Article 12 of the Board Regulations. The Secretary's appointment or removal shall be approved by the Board.

Does the Appointment Committee report on the appointment?	YES
Does the Appointment Committee report on the removal?	YES
Is the appointment approved by the full Board?	YES
Is the removal approved by the full Board?	YES

Is the Board Secretary charged with the function of procuring, most especially, compliance with the good governance recommendations?

YES

Comments

C.1.35 Indicate the mechanisms, if any, established by the Company to preserve the independence of the auditors, of financial analysts, of investment banks, and of Rating agencies.

The Audit, Compliance and Corporate Social Responsibility Committee is responsible for gathering information on matters that may call the auditor's independence into question, as well as any other matters relating to the auditing process, including receiving information and the other disclosures stipulated in accounting and auditing legislation and auditing standards. Following this and pursuant to Article 43 of the Board of Directors Regulations, the latter shall not hire those audit firms whose fees for all concepts may exceed 10% of its overall revenues during the last period.

C.1.36 State whether the Company has changed its external auditor during the period. If so, identify the incoming and outgoing auditors:

NO

Outgoing auditor	Incoming auditor

If there were disagreements with the outgoing auditor, describe the content of such differences:

Explanation of disagreements

C.1.37 Indicate whether the audit firm performs other non-audit work for the Company and/or its Group and, if so, state the amount of fees Received for such work and the percentage over the fees billed to the Company and/or its Group:

YES

	Company	Group	Total
Amount of other non-audit work (thousands of Euros)	210	456	666
Amount of other non-audit work / Amount of total invoiced by the audit firm (%)	24.48	18.58	20.11

C.1.38 State whether the audit report on the financial statements for the previous year contained reservations or qualifications. If so, state the reasons given by the Chairman of the Audit Committee to explain the content and scope of those reservations or qualifications.

NO

Explanation of reasons

C.1.39 Indicate the number of Fiscal years that the current audit firm has been uninterruptedly auditing the financial statements of the Company and/or the Group. Also indicate the number of years audited by the current audit firm as a percentage of the total number of years during which the financial statements have been audited:

	Company	Group
Number of uninterrupted fiscal years	12	12

	Company	Group
Number of years audited by current firm/number of years the company has been audited (as a %)	46.00	52.00

C.1.40 Indicate whether there is a procedure for directors to be able to receive outside advisory services:

YES

Explanation of reasons

Article 26 of the Board of Directors Regulations states that non-executive directors shall propose expert advice on legal, accounting, technical, financial, commercial or other matters at the Company's expense to be aided during furtherance of their duties.

In order for the directors to be sufficiently knowledgeable and insightful at all times of the different business areas they are responsible for, at every Board meeting, once the order of the day has been addressed, the executive managers of each or several different Group divisions are invited to attend the Board meeting to present a detailed report of the situation and strategy of the area in question, followed by a broad discussion.

C.1.41 Indicate whether there is a procedure for the directors to be able to receive the necessary information to prepare for meetings of the managing bodies sufficiently in advance, and if so, give details:

YES

Details of the procedure

Board members shall receive the information to be examined during Board meetings sufficiently in advance (72 hours).

Pursuant to Article 25 of the Board of Directors Regulations, the director has all the powers to request information on any aspect related to the Company, examine its books, records, documents and other background overview of company transactions and for inspection of all its facilities.

C.1.42 Indicate whether the Company has put forward rules that compel directors to disclose and, if applicable, resign in situations that may harm the Company's credit and reputation. If so, give details:

YES

Describe the rules

The Company directors shall submit their defence to the Board of Directors and formalise, if the Board sees fit, the corresponding resignation in the cases set forth in article 23 of the Board Regulations, which include, among others, when they have been prosecuted on criminal charges or are subject to a disciplinary proceeding involving a serious or very serious offence by oversight authorities and when having them remain on the Board can put the Company's interests at risk.

The procedure to determine whether there are potential conflicts of interest is mentioned in section D6.

C.1.43 State whether any Board member has advised the Company that he or she has been prosecuted or ordered to stand trial for any of the criminal offences referred to in Article 213 of the Companies Law:

YES

Name of Director	Criminal Case	Comments
Javier López Madrid	Subject BANKIA	Pre-trial stage in the Court National.

State whether the Board of Directors has analysed the case. If so, provide the rationale of the decision as to whether or not the director should continue to remain on the Board or, if appropriate, whether to disclose the actions taken by the Board of Directors through the date of this report or which it expects to take.

YES

Adopted decision/action made	Reasoned explanation
Applies	At the Board of Directors' meeting held on 13 November 2012, Mr. Javier López Madrid notified the Board about the charges filed against him, undergoing pre-trial stage, in the summary proceedings of Bankia before the National Court. Said charges have affected all the members of the Board of Directors holding office at the time the company went public. At the representation date, López Madrid had not yet testified before the National Court. Once the circumstances of the case were thoroughly studied, the Board of Directors considered that the purpose of the accusation in this stage of the proceeding is to offer legal representation to the accused individual regarding his statement, and it does not affect the reputation of the Company in no way whatsoever nor does it raise any doubt about the reputation of Mr. López Madrid for keeping his position as Director. During 2013 there was no additional information that has required an analysis by the Board of Directors.

C.1.44 State any significant agreement entered into by the Company which may come into force, be amended or terminated in the event of a change of control of the Company due to a takeover bid, and its outcomes.

C.1.45 Identify in general and indicate specifically the agreements on severance payment, guarantee or golden parachute clauses between the Company and its managers and directors or employees, where the latter resign or are unfairly dismissed or where the employment relationship terminates due to a takeover bid or other types of operations.

Number of beneficiaries	0
Type of beneficiary	Resolution description

State if such agreements should be reported and/or approved by the bodies of the Company or its Group:

	Board of Directors	Annual General Meeting
Body approving clauses	NO	NO

Is the Annual General Meeting informed of the clauses? NO

C.2. Committees of the Board of Directors

C.2.1 List all Board of Directors' committees, their members and the proportion of proprietary and independent directors in them:

APPOINTMENTS AND REMUNERATION COMMITTEE

Name	Positio	Type
LUIS SOLERA GUTIÉRREZ	CHAIRMAN	Independent
JAVIER LÓPEZ MADRID	MEMBER	Proprietary
SAAREMA INVERSIONES, S.A.	MEMBER	Independent

% executive directors	0.00
% proprietary directors	33.33
% independent directors	66.66
% Other non-executive directors	0.00

AUDIT, COMPLIANCE AND CORPORATE SOCIAL RESPONSIBILITY COMMITTEE

Name	Position	Type
ALBERTO MIGUEL TEROL ESTEBAN	CHAIRMAN	Independent
JUAN VILLAR-MIR DE FUENTES	MEMBER	Proprietary
TOMÁS GARCÍA MADRID	MEMBER	Proprietary
MÓNICA SOFÍA DE ORJOL ICAZA	MEMBER	Independent

% executive directors	0.00
% proprietary directors	50.00
% independent directors	50.00
% Other non-executive directors	0.00

C.2.2 Fill out the following table with the information regarding the number of female directors in the Board of Directors' committees during the last four years:

	Number of female directors							
	Fiscal year t		Fiscal year t-1		Fiscal year t-2		Fiscal year t-3	
	Number	%	Number	%	Number	%	Number	%
AUDIT, COMPLIANCE AND CORPORATE SOCIAL RESPONSIBILITY COMMITTEE	1	0.25	0	0.00	0	0.00	0	0.00

C.2.3 State whether the Board of Auditors is responsible for the following functions:

Supervise the preparation and the integrity of the financial information on the Company and, if applicable, the Group, reviewing compliance with the regulatory requirements, proper delimitation of the scope of consolidation and correct application of accounting policies.	YES
Conduct periodic reviews of risk management and internal control systems, so that the principal risks are adequately identified, managed and disclosed properly.	YES
Safeguard the independence and effectiveness of the internal audit function; propose the selection, appointment, reappointment and removal of the head of internal audit; proposing the budget for internal audit; receiving regular information regarding its activities; and verifying that senior executives are acting on the findings and recommendations of their reports	YES
Establish and supervise a mechanism that allows employees to report the irregularities of potential importance, especially financial and accounting ones, that they detect inside the Company, confidentially and, if considered appropriate, anonymously	YES
Bring before the Board proposals for selection, appointment, re-election and replacement of the external auditor, as well as the terms of the auditor's engagement	YES
Regularly receive information on the audit plan and the results of its execution from the external auditor, and verify that the senior management takes into account its recommendations	YES
Ensure the independence of the external auditor	YES

C.2.4. Describe the rules of organisation and functioning, and the responsibilities attributed to each of the Board committees.

AUDIT, COMPLIANCE AND CORPORATE SOCIAL RESPONSIBILITY COMMITTEE:

Notwithstanding any other duty imposed by Law, the General Owners' Meeting or the Board of Directors, the Audit Committee's responsibilities include the following.:

- a) Report to the General Shareholders' Meeting matters therein raised by shareholders regarding their competence, and consider suggestions on such matters shareholders, the Board of Directors and Company managers may pose.
- b) Propose the appointment of the auditor, the terms of engagement of the auditor, monitoring and observance of the audit contract and, if applicable, his/her revocation or non-revocation.
- c) Maintain relations with the external auditors, assess the results of each audit and the management team's response to their recommendations, and intervene in case of discrepancies between the latter and them with regard to policies and methods applicable in preparing financial statements, as well as gathering information on matters that may call the auditor's independence into question, and any Other matters relating to the auditing process, including receiving information and the other disclosures stipulated in accounting and auditing legislation and auditing standards.
- d) In any case, receive from the auditors or audit companies an annual written confirmation of their independence from the Company or companies directly or indirectly related to the them, as well as information concerning the additional services of any kind rendered to the Company by said auditors or companies, or by the individuals or companies related to them pursuant to Law 1988/19 of 12 July on Account Auditing.

- e) Issue an annual report stating its opinion on the auditors' or audit companies' independence before the audit report is issued. This report shall refer to the provision of additional services mentioned.
- f) Monitor compliance of auditing contract, always attempting a clear and precise drafting of the views of statements and audit report's main contents.
- g) Oversee the efficiency of the company's internal control, internal audit services and risk management systems, reviewing the appointment and replacement of responsible parties, as well as discussing with account auditors the most relevant internal control system weaknesses detected during the audit.
- h) Overseeing the financial reporting preparation and presentation process and checking the appointment and replacement of the individuals responsible,
- i) Review Company's statements, oversee compliance with legal requirements and correct application of generally accepted accounting principles and also inform about the proposals for changes in the accounting policies and methods suggested by Management.
- j) Review bulletins and periodic financial information to be submitted by the Board to the markets and their regulatory bodies.
- k) Examine compliance with the Internal Rules of Conduct in Securities Markets, the Regulations of the Board of Directors, the Regulations of the General Shareholders' Meeting, Code of Conduct of Ethics of OHL Group and, in general, the Company's rules of governance, and make proposals for improving them. The Audit Committee is particularly responsible for receiving information and, if applicable, issuing a report on the disciplinary measures applied to the Company's senior executive team.
- l) Report to the Board prior to the adoption of resolutions related to the Creation or acquisition of shares in special purpose vehicles or entities resident in countries or territories considered tax havens.
- m) Identify, propose, direct, promote and supervise the Corporate Social Responsibility policy of OHL Group, and to prepare the Corporate Social Responsibility report on an annual basis.

APPOINTMENTS AND REMUNERATION COMMITTEE:

Without prejudice to the other tasks assigned to it by the board, the committee shall have the following functions:

- a) Formulate and review the criteria to be followed for the structure of the Board of Directors.
- b) Reporting to the Board on the proposed appointments of directors so it may directly appoint them (cooption) or submit them to the General Meeting's decision.
- c) Propose to the Board appointment of Committee members.
- d) Propose to the Board director's and Steering Committee members' annual remuneration system and amount as well as the criteria for the remuneration of the rest of the Group's executive staff.
- e) periodically review the variable remuneration programmes, considering their suitability and results.
- f) Monitor remuneration transparency.
- g) Reporting on the list of transactions that imply or may imply a conflict of interests and, in general, on the matters included in chapter on IX of this Regulation.

- h) Consider suggestions made by the Company's Chairman, members of the Committee, senior executives or shareholders.
- i) Report the full Board on the proposal of appointment and removal of the Board of Directors' Secretary.
- j) Annually report the full Board on the evaluation of the Board of Directors' Chairman performance.
- k) Advise the Board on the conditions to be fulfilled by the contracts of senior management performing as executive directors, including terms of contract, notice period and any other clauses concerned with hiring bonuses, as well golden parachutes clauses.
- l) Report the Board on the initiatives adopted to increase the number of female directors.
- m) Examine and organise, in appropriate form, the succession of the Chairman and Chief Executive so the handover proceeds in a planned and orderly manner.

C.2.5 Indicate, as appropriate, whether there are any regulations for the Board Committees; if so, indicate where they can be inquired and whether any amendments have been made during the year. Also indicate whether any annual report on the activities of each committee has been prepared voluntarily.

The Board committees are governed by the Board Regulations and an updated version is available on the Company's website: www.ohl.es (path OHL/Gobierno Corporativo/Normativa Reguladora).

C.2.6 Indicate whether the composition of the executive committee reflects the participation of the various directors on the Board according to their status:

NO

If negative, explain the Executive Committee's composition

There is no Executive Committee.

D. RELATED-PARTY TRANSACTIONS AND INTRA-GROUP TRANSACTIONS

D.1 Identify the competent body and explain, as appropriate, the procedure used to approve related-party transactions and intra-group transactions.

Competent body to approve related-party transactions

Board of Directors after first reporting to the Appointments and Compensation Committee.

Procedure to approve related-party transactions

For recurring operations, the Board authorises, in general, contracting with related parties in cases in which the purpose of the contract is in keeping with the Company's ordinary course of business, it is conducted under market conditions and does not exceed a set limit. Those operations that are excluded from this authorisation shall be subject to prior and specific authorisation by the Board after first having received a favourable report from the Appointment and Compensation Committee. Every year, this Committee analyses all transactions performed during the year to verify compliance with the general policy on contracting with related parties.

Explain if the approval of related-party transactions has been delegated, indicating, as appropriate, the body or persons to whom it has been delegated.

NO

D.2 Give details of material transactions entailing a transfer of funds or obligations between the Company or group companies and the significant shareholders of the Company:

Name or company name of significant shareholder	Company or group company name	Nature of relationship	Type of transaction	Amount (Thousand of Euros)
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Sales of goods (finished or in progress)	3,238
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, DESARROLLOS, S.L.U.	Contractual	Sales of goods (finished or in progress)	3,781
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL MINING AND CEMENT, S.A.	Contractual	Sales of goods (finished or in progress)	61
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL POWER, S.A.U.	Contractual	Sales of goods (finished or in progress)	53

INMOBILIARIA ESPACIO, S.A.	CHEMTROL-PROYECTOS Y SISTEMAS, S.L.U.	Contractual	Sales of goods (finished or in progress)	1
INMOBILIARIA ESPACIO, S.A.	INSTITUTO DE GESTIÓN SANITARIA, S.A.U.	Contractual	Sales of goods (finished or in progress)	460
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Services rendered	457
INMOBILIARIA ESPACIO, S.A.	COMERCIAL DE MATERIALES DE INCENDIO, S.L.	Contractual	Services rendered	78
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Sales of property, plant and equipment	6
INMOBILIARIA ESPACIO, S.A.	DESARROLLOS RBK EN LA RIVERA, S.A. DE C.V.	Contractual	Purchases of property, plant and equipment	2,304
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, DESARROLLOS, S.L.U.	Contractual	Payment of interest	116
INMOBILIARIA ESPACIO, S.A.	TENEDORA DE PARTICIPACIONES TECNOLÓGICAS, S.A.	Contractual	Dividend and other allocated benefits	450
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Purchases of goods (finished or in progress)	1,259
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Services received	14,981
INMOBILIARIA ESPACIO, S.A.	AUTOVÍA DE ARAGÓN-TRAMO I, S.A.	Contractual	Services received	6
INMOBILIARIA ESPACIO, S.A.	CHEMTROL-PROYECTOS Y SISTEMAS, S.L.U.	Contractual	Services received	100
INMOBILIARIA ESPACIO, S.A.	CONSTRUCTORA DE PROYECTOS VIALES DE MÉXICO, S.A. DE C.V.	Contractual	Services received	235
INMOBILIARIA ESPACIO, S.A.	CATALANA DE SEURETAT I COMUNICACIONS, S.L.	Contractual	Services received	5
INMOBILIARIA ESPACIO, S.A.	ECOLAIRE ESPAÑA, S.A.U.	Contractual	Services received	714
INMOBILIARIA ESPACIO, S.A.	EUROGLOSA 45 CONCESIONARIA DE LA COMUNIDAD DE MADRID, S.A.	Contractual	Services received	18
INMOBILIARIA ESPACIO, S.A.	ASFALTOS Y CONSTRUCCIONES ELSAN, S.A.U.	Contractual	Services received	156
INMOBILIARIA ESPACIO, S.A.	EYM INSTALACIONES, S.A.	Contractual	Services received	49

INMOBILIARIA ESPACIO, S.A.	AGRUPACIÓN GUINOVART OBRAS Y SERVICIOS HISPANIA, S.A.U.	Contractual	Services received	241
INMOBILIARIA ESPACIO, S.A.	OHL CONCESIONES, S.A.U.	Contractual	Services received	150
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, CONSTRUCCIÓN INTERNACIONAL, S.L.U.	Contractual	Services received	15
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, DESARROLLOS, S.L.U.	Contractual	Services received	905
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL MINING AND CEMENT, S.A.	Contractual	Services received	141
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL POWER, S.A.U.	Contractual	Services received	160
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL, S.L.U.	Contractual	Services received	439
INMOBILIARIA ESPACIO, S.A.	SACOVA CENTROS RESIDENCIALES, S.L.	Contractual	Services received	3
INMOBILIARIA ESPACIO, S.A.	SOCIEDAD ANÓNIMA TRABAJOS Y OBRAS	Contractual	Services received	148
INMOBILIARIA ESPACIO, S.A.	TRÁFICO Y TRANSPORTE SISTEMAS, S.A.U.	Contractual	Services received	26
INMOBILIARIA ESPACIO, S.A.	ATMOS ESPAÑOLA, S.A.U.	Contractual	Services received	1
INMOBILIARIA ESPACIO, S.A.	SOCIEDAD CONCESIONARIA CENTRO DE JUSTICIA DE SANTIAGO, S.A.	Contractual	Services received	3
INMOBILIARIA ESPACIO, S.A.	CONSTRUCTORA MAYALUUM, S.A. DE C.V.	Contractual	Services received	3
INMOBILIARIA ESPACIO, S.A.	METRO LIGERO OESTE, S.A.	Contractual	Services received	9
INMOBILIARIA ESPACIO, S.A.	CONSTRUCCIONES ADOLFO SOBRINO, S.A.U.	Contractual	Services received	43
INMOBILIARIA ESPACIO, S.A.	INSTITUTO DE GESTIÓN SANITARIA, S.A.U.	Contractual	Services received	44
INMOBILIARIA ESPACIO, S.A.	ATMOS ESPAÑOLA, S.A.U.	Contractual	Purchases of intangible assets	1
INMOBILIARIA ESPACIO, S.A.	ECOLAIRE ESPAÑA, S.A.U.	Contractual	Purchases of intangible assets	16

INMOBILIARIA ESPACIO, S.A.	AGRUPACIÓN GUINOVART OBRAS Y SERVICIOS HISPANIA, S.A.U.	Contractual	Purchases of intangible assets	2
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL, S.L.U.	Contractual	Purchases of intangible assets	119
INMOBILIARIA ESPACIO, S.A.	SACOVA CENTROS RESIDENCIALES, S.L.	Contractual	Purchases of intangible assets	29
INMOBILIARIA ESPACIO, S.A.	TRÁFICO Y TRANSPORTE SISTEMAS, S.A.U.	Contractual	Purchases of intangible assets	23
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL MINING AND CEMENT, S.A.	Contractual	Purchases of property, plant and equipment	8
INMOBILIARIA ESPACIO, S.A.	CIEMTROL-PROYECTOS Y SISTEMAS, S.L.U.	Contractual	Purchases of property, plant and equipment	3
INMOBILIARIA ESPACIO, S.A.	OHL INDUSTRIAL POWER, S.A.U.	Contractual	Purchases of property, plant and equipment	11
INMOBILIARIA ESPACIO, S.A.	SOCIEDAD ANÓNIMA TRABAJOS Y OBRAS	Contractual	Purchases of property, plant and equipment	2
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Purchases of property, plant and equipment	482
INMOBILIARIA ESPACIO, S.A.	AGRUPACIÓN GUINOVART OBRAS Y SERVICIOS HISPANIA, S.A.U.	Contractual	Purchases of property, plant and equipment	8
INMOBILIARIA ESPACIO, S.A.	CATALANA DE SEGURETAT I COMUNICACIONS, S.L.	Contractual	Purchases of property, plant and equipment	2
INMOBILIARIA ESPACIO, S.A.	ASFALTOS Y CONSTRUCCIONES ELSAN, S.A.U.	Contractual	Purchases of property, plant and equipment	2
INMOBILIARIA ESPACIO, S.A.	SACOVA CENTROS RESIDENCIALES, S.L.	Contractual	Purchases of property, plant and equipment	13
INMOBILIARIA ESPACIO, S.A.	OHL CONCESIONES, S.A.U.	Contractual	Purchases of property, plant and equipment	17
INMOBILIARIA ESPACIO, S.A.	EYM INSTALACIONES, S.A.	Contractual	Purchases of property, plant and equipment	5
INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Interest charged	96
INMOBILIARIA ESPACIO, S.A.	COMERCIAL DE MATERIALES DE INCENDIO, S.L.	Contractual	Purchases of intangible assets	4

INMOBILIARIA ESPACIO, S.A.	OBRASCON HUARTE LAIN, S.A.	Contractual	Purchases of intangible assets	1,496
INMOBILIARIA ESPACIO, S.A.	OHL CONCESIONES, S.A.U.	Contractual	Purchases of intangible assets	578

D.3 List the transactions that are significant due to their amount or relevant due to their subject-matter performed between the Company or Group companies and the Company's directors or executives:

Name or company name of Administrators or executives	Name or company name of the related part	Relationship	Nature of transaction	Amount (Thousands of Euros)
GONZALO DE SAN CRISTOBAL TIERRA	DURINX SERVICIOS, S.L.	Contractual	Services received	158

D.4 Give details of material transactions by the Company with other companies of the same group, where such transactions are not eliminated in the process of preparing the consolidated financial statements and are not conducted within the course of the Company's ordinary business, as regards their subject-matter or terms and conditions.

In every case, any intra-group transaction performed with entities established in countries or territories deemed tax havens shall be reported:

Name of Group company	Brief description of the transaction	Amount (Thousands of Euros)

D.5 State the amount of the transactions performed with other related parties

33,950

D.6. Give details of the mechanisms in place for detecting, identifying and resolving any potential conflicts of interest between the Company and/or its Group and its directors, executives or significant shareholders.

Article 32 of the Board of Directors Regulations states the mechanisms to detect and regulate possible conflicts of interest between the Company and/or its group and its directors, executives or significant shareholders, so that the director shall abstain from attending and intervening in any debates that may affect his/her matters of personal interest. There shall also be a director's conflict of interest when the matter affects a person related to him/her pursuant to Article 229 of the Companies Law.

In order to perform direct or indirect professional or commercial transactions with the Company, the director should report the conflict of interest to the Board of Directors so it can be authorised, upon prior report from the Appointments and Remuneration Committee.

The director or a related person, pursuant to Article 229 of the Companies Law, shall not benefit from a Company's business opportunity, unless previously offered to and rejected by the Company, and the contribution thereof be authorised by the Board upon prior report from the Appointments and Remuneration Committee.

For the purposes of the previous paragraph, a business opportunity shall be understood as any possibility to make an investment or trade operation triggered or discovered by the director in connection to his/her office, or by means of Company information resources, or under such circumstances that make it reasonable to believe that the third party offer was directed to the Company.

The Board of Directors formally reserves the right to maintain confidential any company transaction with a significant shareholder.

Under no circumstances shall the Company authorise the transaction unless a report from the Appointments and Remuneration Committee has assessed the operation under shareholders' equal opportunities policy and Market conditions.

General authorisation of the operations line and its implementation conditions shall be sufficient when dealing with ordinary transactions.

When significant shareholders' transactions shall be decided by the General Shareholders' Meeting, the Board of Directors will recommend affected significant shareholders to abstain from voting.

D.7 Is more than one company in the group listed in Spain?

NO

Identify the subsidiary companies that are listed in Spain:

Listed Subsidiary

State if the relevant areas of activity they engage in and any business dealings between them, as well as between the listed subsidiary and other group companies have been defined publicly accurately;

Define any possible business relations between the parent company and the listed subsidiary, and between the latter and the other Group companies

Identify the mechanisms in place to resolve possible conflicts of Interest between the listed subsidiary and the other Group companies:

Mechanisms to resolve possible conflicts of interest

E. RISK CONTROL SYSTEMS

E.1 Explain the scope of the Company's Risk Management System.

OHL Group's Risk Management System works in a comprehensive and continuous manner, through operational divisions and corporate functional areas, consolidating this management at the Group level.

E.2 Identify the Company's bodies in charge of preparing and executing the Risk Management System

RESPONSIBILITIES ATTRIBUTED TO THE BOARD OF DIRECTORS:

The Board of Directors is the most senior decision-making body of the Company and, as detailed in section 5 e) of its Regulations, it takes on the obligation of being directly liable for the "identification of Company's main risks and, in particular, those arising from transactions with derivatives, and implementation and follow-up of internal control systems, risk management systems and appropriate information systems".

The Board of Directors' role in the Risk Management System is to assume the responsibility and follow-up of the risk management system; approve the Group's risk Management policy; uphold Management's commitment to improve performance in Risk management; review and approve OHL Group's risk Map; and issue guidelines on how to address risks so as to keep the level of exposure to them within the set limits of tolerance.

The Board carries out its supervisory work through the Audit, Compliance and Corporate Social Responsibility Committee (hereinafter, the Audit Committee).

RESPONSIBILITIES ATTRIBUTED TO THE AUDIT COMMITTEE:

Notwithstanding any other duty imposed by Law, the General Owners' Meeting or the Board of Directors, the Audit Committee's responsibilities include the following, as indicated in section 23 f) of the Bylaws and Art. 15 of the Board Regulations, "Overseeing the efficiency of the company's internal control, internal audit services and risk management systems, reviewing the appointment and replacement of responsible parties, as well as discussing with account auditors the most relevant internal control system weaknesses detected during the audit".

The specific work performed on the Audit Committee's Risk Management System focus on reviewing and approving the Group's risk management policy, the risk tolerance limits, the risk governance model and other documentation related to risk management, such as risk categories, valuation scales and risk maps; maintaining knowledge and an understanding of the set risk tolerance levels, of the main risks that can affect the attainment of the Group's objectives and of the actions that are being carried out to maintain the levels of exposure to risk within the set limits; to issue guidelines for the treatment of risks with the purpose of maintaining their exposure levels within the set tolerance levels; to keep a direct and independent line of communication open with the Risks and Internal Control Manager at least one every three months and whenever circumstances call for it, and ensure the implementation of adequate procedures to identify, analyse, assess, follow-up and report risks.

E.3 Indicate the main risks that can affect the achievement of the business objectives.

The Risk Management System considers all risks that can affect the achievement of the business objectives. These risks are classified into four large risk categories. Risk categories are defined risk groups that enable a consistent organisation of risk identification, evaluation, assessment and follow-up. The use of standardised risk categories in the Group enables aggregation of risks of the different Divisions in order to determine their global impact on the Group.

Identification of the events that may affect the achievement of 's targets:

1. Strategic risks: They are related to the market and environment, to the diversity of markets/countries in which the Group operates, to those derived from partnerships and joint projects, to those arising from the Group's organisational structure, as well as to the risks incidental to the Group's reputation and image.
2. Operating Risks: They are related to the Group's operating processes according to the value chain of each of the Group's Divisions. This category identifies more accurately those risks related to contracting and supply, subcontracting and suppliers, production, execution and operation, asset management, labour, environment, technology and systems, force majeure and fraud, and corruption.
3. Compliance risks: They are related to the compliance with applicable legislation, with contracts with third parties and with the Group's internal procedures, rules, and policies.
4. Financial risks: They are related to access to financial markets, cash and tax management, reliability of the economic and financial information, and management of Insurance.

E.4 State whether the entity has a risk tolerance level.

OHL Group has a risk tolerance level (level of acceptable risk) that is established at the corporate level.

Risk tolerance is the expression of the acceptable or unacceptable level of risk, as defined by Group OHL. Risk tolerance reflects OHL's willingness to accept the risk derived from its risk appetite. Risk capacity describes the Group's capacity to assume risks. As an international group of concessions and construction, the Group's risk capacity is based on its capacity to handle both the current risks as well as emerging ones, particularly financial, project and operating risks arising as a result of the main activities of the Group, divided into its five operating divisions: Concessions (transport infrastructure development, maintenance and management), Construction (civil works and selective building), Industrial (engineering and construction of industrial plants), Developments (development of projects of maximum Category in areas of tourist and historical interest) and Services (services handling real estate and people). The risk capacity includes the ability to make the most of opportunities, as well as the capacity to adapt to adverse situations or setbacks, or recover from catastrophes.

Risk tolerance focuses on the main risk areas faced by the Group, is included in OHL Group's Risk Management Policy and is approved by the Group's Board of Directors. To determine the accepted level of risk, factors that are taken into consideration include the philosophy towards risk-taking, the profitability-risk ratio, the main focus on risk response and the risk response decision-making criteria.

At the specific risk level, OHL Group expresses its level of tolerance for key risks by valuing them based on their impact and likelihood, and taking into consideration the level of control over them and the speed with which they occur. Valuation scales are allocated to these risks, depending on a series of valuation criteria. After the risk assessment based on their impact and likelihood, they are qualified. For each key risk, OHL Group establishes a level of tolerance through key risk indicator and handles it in such a way as to minimize its impact and/or likelihood and keep it, as far as possible, below the set tolerance level, provided it is feasible and economically possible to do so.

E.5 Indicate the risks that have arisen during the year.

During 2013, a liquidity and market risk has arisen in relation to subsidiaries Autopista Eje Aeropuerto Concesionaria Española, S.A.U. and Aeropistas, S.L.U., which has led to the commencement of insolvency proceedings of both Group companies.

The economic situation in Spain has caused a very significant drop in business of this concession company, which, along with the considerable cost overruns resulting from the expropriations of this concession, as well as the additional construction works requested by Administration and which have not been paid for, has rendered these concessions unable to meet their Financial commitments.

This situation was detected by the Group sufficiently in advance and the measures applied were aimed at negotiating formulas with the grantor that would allow them to continue meeting the concession companies' Given the lack of solutions, both companies have been forced into applying for insolvency proceedings, which was approved by the courts on 12 December 2013.

E.6 Explain the response and supervision plans for the entity's main risks.

OHL Group acknowledges that there are certain risks inherent to the sectors in which it operations, and, therefore, in its core business activities. These risks are divided into:

- a) Untreatable Risks: Risks without economic mitigation possibility. An example would be the risk of a change in government or leadership in a country in which OHL Group does business.
- b) Treatable Risks: Risks that can be mitigated economically, where the efforts for its mitigation are being carried out or the need for those efforts is or should be acknowledged. An example would be the risk of hiring subcontractors that are not qualified, leading to the impossibility of delivering a project on time, within budget and according to the terms and conditions set forth in the agreement.

The risk responses to Treatable Risks can be classified as follows:

- Reduce: actions aimed at minimizing the impact and/or the vulnerability to the risk.
- Accept: actions aimed at maintaining the risk at acceptable levels.
- Share: actions aimed at sharing the risks with other third parties by hiring insurance, outsourcing processes, distributing risk through contracts or other similar actions.
- Avoid: actions aimed at eliminating, if possible, factors that give rise to risk.

For each one of the risks, a decision is made, as far as possible, with regard to the type of response to give and responsibilities are assigned for carrying this out in such a way that it is in line with the risk tolerance and that it is duly followed upon through the appropriate indicators.

The process used by the OHL Group to manage its risks comprises seven stages. This process provides a logic and systematic method for establishing the context of, identifying, analysing, integrating, evaluating, responding to, monitoring and reporting risks in such a way as to enable the Group to make decisions and respond to risks and opportunities in a timely manner as they arise. The adopted process includes elements from ISO31000:2009 "Risk Management – Principles and Guidelines"; and from the Committee of Sponsoring Organizations of the Treadway Commission (COSO) "Enterprise Risk Management – Integrated Framework" (2004). The seven stages of the Group's risk management system are briefly explained below:

- 1) Reporting and consulting: This stage is an integral part of the creation of a positive culture on risk management within the OHL Group. By adopting a consultative approach for risk management, the parties involved understand the purpose of decision-making and the importance of such decisions when managing the OHL Group's risks, instead of there being a one-way information flow. On the other hand, the multilateral discussions with the parties involved in the risk management process guarantee the understanding and soundness of each step in such process.
- 2) Establishing the context: This stage consists in setting the internal, external and risk management context in which the process will be carried out. Once the context is established, the OHL Group may focus its efforts on risk management based on the environment in which it operates and define the necessary categories of common risks, criteria and procedures for managing the OHL Group's risks as a whole.
- 3) Identify Risks: This stage is aimed at identifying the risks that may affect the achievement of the Group's objectives through categories of common risks, criteria and procedures developed in the "Establishing the context" stage. Whenever risks are to be identified, it is important to understand and document any factors which may trigger the risk events as well as any potential consequences. The identification of the risks and triggers and potential consequences is a first step towards the understanding of the OHL Group's exposure to risk.

- 4) **Analysing risks:** This stage is aimed at understanding the scope of both the positive aspects and negative outcomes of a risk event, as well as the vulnerability to such event (likelihood of occurrence of said outcomes considering the current level of control). Evaluation of the scope (impact) and vulnerability to potential risks enables the OHL Group to prioritise its risks and, therefore, to respond to said risks, focusing on the ones that pose a greater threat to the attainment of its objectives.
- 5) **Evaluating risks:** This stage is aimed at prioritising the risks for addressing or responding to them, by evaluating them against the preset risk tolerance criteria. Understanding the level of exposure to risks in relation to risk tolerance enables decision-making on how to address risks optimising risk-taking and maximising the probability of achieving the objectives.
- 6) **Responding to risks:** This stage is aimed at identifying, evaluating and implementing the options for addressing or responding to risks. Risks are addressed not only to minimise any potential damages, but also to maximise the growth potential of opportunities.
- 7) **Monitoring and reviewing:** This last stage is aimed at carrying out a continuous evaluation of the effectiveness and relevance of the OHL Group's risk management programme. A continuous follow-up on the risks and effectiveness of their treatment enables the OHL Group to refine its risk management programmes to be in line with the dynamic context in which it operates.

F. INTERNAL CONTROL AND RISK MANAGEMENT SYSTEMS IN RELATION TO FINANCIAL REPORTING (SCIIF)

Describe the dynamics of the internal control and risk management systems in relation to the Company financial reporting (SCIIF).

F.1 Company's Control Environment

Report indicating its main characteristics on, at least, the following:

F.1.1. Which bodies and/or duties are responsible for: (i) The existence and maintenance of an adequate and effective Internal Control System over Financial Reporting (SCIIF) (ii) ICFR implementation; and (iii) ICFR oversight.

RESPONSIBILITIES ATTRIBUTED TO THE BOARD OF DIRECTORS:

The Board of Directors is the most senior decision-making body of the Company and, as detailed in section 5 e) of its Regulations, it takes on the obligation of being directly liable for the "Identification of Company's main risks and, in particular, those arising from transactions with derivatives, and implementation and follow-up of internal control systems, risk management systems and appropriate information systems."

The Board of Directors has a supervisory role regarding the Financial Information Internal Control System, understanding the risks related to the financial information objectives of the Group and the controls set forth by the Board to mitigate them.

The Board carries out its supervisory work through the Audit, Compliance and Corporate Social Responsibility Committee (hereinafter, the Audit Committee) and the Internal Audit Division.

RESPONSIBILITIES ATTRIBUTED TO THE AUDIT COMMITTEE:

Notwithstanding any other duty imposed by Law, the General Owners' Meeting or the Board of Directors, the Audit Committee's responsibilities include the following, as indicated in section 23 f) of the Bylaws and Art. section 15 of the Board Regulations:

- 1) Overseeing the efficiency of the company's internal control, internal audit services and risk management systems, reviewing the appointment and replacement of responsible parties, as well as discussing with account auditors the most relevant internal control system weaknesses detected during the audit.
- 2) Overseeing the financial reporting preparation and presentation process and checking the appointment and replacement of the individuals responsible.
- 3) Review Company's statements, oversee compliance with legal requirements and correct application of generally accepted accounting principles and also inform about the proposals for changes in the accounting policies and methods suggested by Management.

RESPONSIBILITIES ATTRIBUTED TO THE MANAGEMENT:

The General Economic and Financial Division is globally liable for the internal control system of the financial information of the Group. Such liability includes the design, implementation, and maintenance of the internal controls necessary to ensure the quality of the information. Said responsibility is included in the Duties' Manual and the Oversight Model of the Group's Financial Reporting System.

The head of each company and/or Division and its Economic and Financial Manager are responsible for the Internal Control System over Financial Reporting.

F.1.2. Whether the following items are present, particularly regarding financial reporting:

Departments and/or mechanisms responsible for: (i) designing and reviewing the organisational structure; (ii) defining clear-cut levels of responsibility and authority, distributing tasks and roles adequately; and (iii) ensuring that necessary procedures are in place to duly make them known companywide.

The Board of Directors has the policy of delegating the regular management of the Company to the executive bodies and the executive team, and to focus its activity on defining the business and organisational policy as well the general Supervision duty.

In this regard, the Chairman of the Board of Directors, who proposes amendments to the basic and detailed charts of the Group, will be liable for the design and review of the organisational structure.

The General Organisation and Systems Division, is liable for proposing the implementation of improvements to the organic structure of the Group and also drives and coordinates the creation and update of charts and the description of duties of the corporate structure and the Group's Divisions, and submits them to the Chairman.

Relevant changes to such organisational structure are presented to and approved by the Board of Directors through the Appointments and Remuneration Committee, which among other basic duties, has to propose to the Board of Directors an annual remuneration amount and a remuneration system for the members of the Executive Committee, as well as the remuneration criteria for the rest of the Group's executive staff.

The Group has basic and detailed charts of its entire organisation. The basic chart is available on the Group's website www.ohl.es, while the Group's employees can access the detailed charts of the whole organisation through the intranet.

Furthermore, there is a Duties' Manual describing the reporting obligations, updated on 7 November 2013, composition and basic duties of each governing body, structure services and Group Divisions. Group employees may access said Manual through the intranet.

The charts and Duties' Manual are updated regularly and/or when the circumstances so require.

Code of Conduct, approving body, level of disclosure and examination, standards and values included (specifying whether there is any express requirement as to registration of transactions and preparation of financial information), body in charge of examining breaches and suggesting corrective measures and penalties.

Approval body and date of update:

OHL Group has a Code of Ethics in place that represents the express statement of the values, principles and conduct guidelines which must lead the behaviour of all persons of the Group in their professional activity.

Its scope includes all members of the Board of Directors, executive staff and all Group employees.

The Board of Directors, the approval body of the Code of Ethics, approved the last update on 17 January 2012.

The Code will remain in force until the Board of Directors approves its update, review or repeal.

Principle on information transparency and accuracy:

Code of Ethics is the main criterion to develop the Group's corporate values:

- o Integrity, honesty, ethics, and efficiency in all actions of the Group.
- o Spirit to continuously excel and improve professional performance.
- o Responsible loyalty to customers, persons of the Group, the community, and the shareholders.
- o Transparency in information disclosure, which will be appropriate, truthful and comparative.

Based on the basic principle of behaviour required to all the Group's staff regarding 'the respect to lawfulness', information transparency and accuracy are considered a key conduct guideline in the relationship with the market.

In this regard, the Code of Ethics specifies that:

"OHL undertakes to transmit complete and truthful information of the Company which allows shareholders, analysts and other interested parties to reach an objective opinion on the Group. Group's staff will verify that all transactions with economic relevance are made on behalf of the Company and that they are included clearly and accurately in the appropriate accounting records so as to represent a faithful image of the transactions made. Accounting principles and standards must be strictly followed, preparing complete and accurate financial reports. It is also necessary to implement suitable internal procedures and controls ensuring that financial and accounting reporting complies with the law, regulations and stock exchange requirements."

Audit committee:

Section 15 item k) of the Board Regulations details the Audit Committee's responsibilities as follows: *"Examine compliance with the Internal Rules of Conduct in Securities Markets... the Code of Ethics of OHL group and, in general, the Company's rules of governance, and make the necessary proposals for improving them."*

Thus, the Code of Ethics itself states that *"any doubt, criticism or suggestion made to improve must be made known to the Audit, compliance and Corporate Social Responsibility Committee, which is the competent body to ensure compliance with this Code and to promote both its disclosure and the specific training for its correct application"*.

In this regard, and given the importance of the Code's compliance for the Group, the necessary means to achieve the goals set forth (among others, the creation of a Prevention Committee and the start-up of an Ethical Communications Channel) have been provided.

Code of Ethics' communication, distribution and training plan:

The content of the Code of Ethics must be known and understood by any person composing the OHL Group.

For this reason, the Group has defined the communication, training and distribution measures necessary to disclose it, which are included in a Plan developed for such purpose.

The most relevant are:

- Availability of the Code of Ethics in the corporate intranet and on OHL Group's website (path: OHL/Responsabilidad social corporativa/Código Ético), Translation into the five main languages of the Group.
- Personalised delivery of the Code of Ethics to recently joined e, technical and administrative staff for its observance.

- Inclusion of an additional clause in the employment contract demanding that they know, understand, and comply with the Code of Ethics and, for new hirings, the acknowledge of reception of it.
- Design of specific training actions for the Group's operating staff.
- Disclosure to relevant third parties. Where deemed necessary, the commercial contract between the OHL Group and the subcontractor includes a provision that refers to the existence of the Code of Ethics of the OHL Group, as well as to the obligation to comply with said code in delivering services to the OHL Group.

During 2013, work continued on focusing more in-depth on the objectives set, and in particular:

- An online course was held on the Code of Ethics, with a total participation of 3,989 students.
- A Human Recourses course was held, with a total participation of 3,910 students.
- A total of 78,090 training hours were devoted to these two courses, which were attended by the 7,899 students involved. These courses were taught in four languages (Spanish, English, French and Czech).

In the cases in which there were no IT tools available to have online courses, written documents were used. A translation into Polish and Turkish is currently in course and a multimedia version is also being developed. The Group's Internal Audit Department is responsible for monitoring the distribution and awareness of the Code of Ethics.

On an annual basis, the Audit Committee will receive a report from the Internal Audit Department of the OHL Group stating the actions taken by each delegated area during the last fiscal year ended, in order to monitor the degree of compliance with and application of the Code of Ethics of the OHL Group. The report regarding the follow-up on the distribution and awareness of the Code of Ethics for the 2013 period is expected to be submitted in 2014.

A significant matter worth mentioning is that on 1 October 2013, the Board of Directors of OHL S.A., at the proposal of the Audit, Compliance and Corporate Social Responsibility Committee, agreed to create the Compliance Department, which reports to the Board of Directors' Secretary.

The main roles of this Department are:

- Identify legal risks, especially those that result from the criminal liability of legal entities or entail reputational risks.
- Promote the implementation of the processes necessary to avoid legal breaches related to criminal or reputational risks, and limit, as far as possible, the cases of criminal liability at the Company, actively contributing to preventing and stopping criminal activity.
- Promote a clear organizational culture, shared by all Group employees at all levels, which is favourable to avoiding conduct liable to trigger any criminal liability on the part of the Company, its managers and Directors.
- Establish in an objective and demonstrable manner, the control and supervisory measures intended to avoid this conduct by employees, at all levels and propose the disciplinary measures that would be implemented if this conduct were to take place.
- Supervises and ensures there are a Set of Rules, Policies and Regulations reasonably guaranteeing the reliability of the financial information, and compliance of the laws, regulations and policies that are applicable to OHL Group.
- Regularly informs the Corporate Audit, Compliance and Corporate Social Responsibility Committee on the execution of the Annual Action Plan in its Department.
- Establishes measures to prevent criminal activity.
- Carries out the application of the Code of Ethics and proposes its review, so as to adapt it to the amendments in the current legal framework at any given time.
- Proposes the approval the Code of Ethics' internal regulation development, which will include a system of penalties for breaches.
- Receive and address reports received through the Ethics Channel.
- Promote and supervise training activities on the Code of Ethics.

Reporting channel to inform the Audit Committee of any financial or accounting irregularity, and any potential breach of the Code of Conduct and irregular activities within the organisation, indicating whether such breach is confidential, if applicable.

The Ethics Communication Channel is available in the Group's five main languages through the corporate intranet and in English and Spanish through the Group's website, which makes it easily accessible.

The Group values the staff's report of unlawful behaviours as it helps improve the prevention policy and quality policies, becoming an essential tool for the Code of Ethics to be fully effective.

OHL Group's Ethical Communications Channel has been created for all employees and other interested parties to report a possible non-compliance or breach of said Code, guaranteeing user confidentiality, with a procedure intended to do so. It may also be used to ask questions regarding its application to professional practice.

The Secretary of the Audit Committee will receive all communications regarding breach reports of the Code of Ethics, and the Corporate Social Responsibility Service receives questions asked about it.

The Ethical Channel can be accessed via intranet, website (www.ohl.es / Responsabilidad social corporativa / Código Ético / Canal Ético) or by post (Canal Ético de Comunicación del Grupo OHL: Pº Castellana, 259 D. Torre Espacio. 28046 Madrid.).

Duties of the Audit, Compliance and Corporate Social Responsibility Committee, and activities carried out in 2013:

As previously mentioned, the main duty of the Ethical Channel is to be the means for employees or other interested parties to inform any possible non-compliance or breach of the Code of Ethics, as well as to channel the doubts or questions about such Code.

- The Group's Ethical Communications Channel specifies, among others, the procedures for dealing with reports in order to guarantee confidentiality and fair treatment: Notification, analyses, investigation and resolution. Before the Audit Committee examines the reports, the Secretary thereof collects all information deemed necessary to form an opinion about the possible existence of any indications for determining whether investigation proceedings should be initiated. This stage ends with three possible decisions, which shall be stated in writing:

- 1) Disregard.
 - 2) Informing the Chairman of the Audit Committee about its existence, suggesting the commencement of the investigation stage.
 - 3) Informing the Coordinator of the Prevention Committee thereof for analysis and recommendation purposes, should it be considered that the facts may have criminal effects.
- During 2013, the Ethics Channel procedure worked adequately and all notices received were duly followed up.

Training programmes and regular refresher training for staff involved in the preparation and review of financial information, and ICFR evaluation, covering at least, accounting standards, auditing, internal control and risk management.

With regard to the regular training and update aimed at the staff involved in the preparation and review of the financial information, topics related to economic and financial improvements and updates have been included in the Group's training catalogue.

In 2013, a Total of 284 persons, devoting a total of 12,641 hours (60.8% online learning, 29.43% classroom learning and 9.73% distance learning) took part in these courses.

The participants, of different categories, are involved with the financial information at different responsibility levels. On the other hand, a digital file containing all the SCIF's regulations, the Group's Accounting Policies Manual and other accounting regulations ordinarily used is available for all the senior staff responsible for financial

reporting. Likewise, all the internal regulations related to financial reporting and its processes can be approved in the through the Group's intranet.

F.2 Financial information risk assessment

Report on, at least, the following:

F.2.1. Main characteristics of the risk identification process, including errors and fraud, as to:

Whether the process is in place and on record.

Whether the process covers all financial information objectives (existence and occurrence, integrity; assessment; presentation, breakdown and comparability, rights and obligations), whether it is updated, and how often.

Whether a process is in place to define the consolidation scope, considering, without limitation, any complex corporate structures, special purpose vehicles or similar entities.

whether the process considers the effects of other kinds of risks (operational, technological, financial, legal, reputational, environmental, etc.) on the financial statements.

Governance body in charge of supervising the process.

The main strategic goals with respect to Risk Management are geared to successfully implement and keep a reliable Risk Management system, as well as to use it as a management tool at all decision-making levels.

Said system develops and implements a set of common processes, risk categories, tools and techniques related to risk management in order to:

- Identify and manage risks at Group and Division level (Concessions, Construction, Industrial and Developments).
- Establish an integrated reporting process for identifying and monitoring key risks.
- Align the risk tolerance levels with the Group's goals.
- Improve risk-related information and reporting.
- Improve decision-making regarding response to risk.
- Reduce the Group's vulnerability to adverse events.
- Increase the trust and assurance of the Board of Directors and stakeholders regarding the timely management and reporting of material risks.

The Group has a corporate risk model in place, which is monitored through an Corporate Risk Indicators Report for the key risks identified by Division (Concessions, Construction, Industrial and Developments). Once the actions to be performed and the control goals have been identified, they are systematically monitored and the system is updated through continuous improvement process.

The whole control system and its rules, procedures, and processes are reflected in the internal rules and based on the information systems.

During 2013, significant steps have been taken in streamlining and enhancing the Group's risk management system, the Risk Maps have been updated at Division and Group level and OHL Group's Risk Management Policy was developed, taking into consideration the practical implications resulting from Circular 5/2013, of 12 June, issued by the CNMV, which establishes IAGC's models.

Group's risks are classified into the following main categories:

1) Strategic risks: This category includes risks related to changing and specific circumstances of the markets in which the Group operates, in particular, possible regulatory changes, country risk, risks of partnerships or joint ventures, and reputation and image risks.

2) Operating Risks: the Group's main operating risks include:

- Hiring
- Subcontracting and suppliers
- Production
- Quality
- Employment
- Environmental
- Technology and systems

For all such risks, the Group has Policies that provide a framework and, together with the procedures set forth, follow up such risks establishing measures which should be applied if a risk of breach of the goals set forth is observed.

3) Compliance risks: risks related to compliance with applicable legislation, contractual commitments and internal regulations.

4) Financial risks: They are related to access to financial markets, cash and tax management, reliability of the economic and financial information, and management of Insurance.

The Risk Maps and its measurement indicators are useful to follow up the risk goals set forth for each risk group. The Audit Committee periodically follows up the most relevant risks included in the Group's Risk Map through the Corporate Risk Indicators Report.

The documentation of the processes which may materially affect financial reporting is subjected to ongoing follow-up and enhancement.

An important part of this follow up and improvement process is determining the scope of the Financial Information System in order to establish, within the Group, relevant companies and also identify the significant operating or support processes for such companies and their risks. All that based on the materiality and risk factors inherent to each Division.

This scope is determined based on materiality criteria, both qualitative and quantitative, so that relevant areas and critical processes with significant impact on financial information, relevant items of the financial statements and of financial information in general, and the most relevant transactions are identified, as well as material Companies, considering the existing degree of centralisation/decentralisation.

Based on the scope determined at each time and on the processes involved in the creation of the financial information, risks which may affect said information are identified, covering all financial reporting goals (existence and occurrence), integrity; assessment; rights and obligations; and presentation and reporting) and taking into account the different abovementioned risk categories to the extent they affect financial information.

The scope of the Financial Information Internal Control System is reviewed, at least, annually before establishing the financial information delivery schedule for subsidiaries, and whenever a new company with a significant impact is incorporated to or removed from the Group's consolidation scope. In this regard, the Group has an identification process of the consolidation scope whereby the Group's Control and Administration Division, updates said scope considering notices of changes received based on the defined procedure.

The Group's General Economic and Financial Division, through its Control and Administration Division, is liable for the maintenance of the scope and financial information risk identification process, and is also in charge of informing the external and internal audit of any changes on the scope.

F.3. Control tasks

Report, indicating its main characteristics, if it includes, at least, the following:

F.3.1 Financial information review and authorisation procedures and ICFR description to be disclosed to securities markets, specifying responsible officers, and explanatory documentation of the flows of activity and control (including those relating to risk of fraud) of the various transactions which might materially affect financial statements, including the procedure for closing reporting periods, and specific review of relevant assessments, estimates, measurements and projections.

The Group has a detailed procedure for financial information disclosure to third parties so that both preparation and disclosure offer the maximum Guarantees.

The Group's General Financial Division is liable for the preparation of financial information

Before disclosure to the markets and after receiving a favourable report from its Audit Committee, the Board of Directors is liable for the approval of said financial information, analysing it and requesting any clarification it deems necessary, both internally and from the Group's external auditor.

These activities are carried out both for quarterly or half yearly intermediate financial information, and for annual information (which is subject to approval by the Board of Directors of OHL. S.A.

the procedure for disclosure of financial information to third parties regulates how to act regarding other issues such as:

- Relevant facts
- Financial information for other securities markets
- Financial information for analysts and investors, financial institutions and rating agencies
- Statistics
- Tenders and offers
- Financial information required in Agreements

Individuals in charge of preparing public financial information, authorisations, and those in charge of disclosure are established for each case.

Documentation on controls and activities' flows:

To guarantee the information reliability it is key the analysis of critical processes and subprocesses affecting the preparation of such information in order to facilitate the abovementioned risk identification and implementation of controls. in this regards, the following work is carried out:

1. Identification of critical processes, and subprocesses composing each one of them, which intervene, directly or indirectly, in the preparation of financial information for the companies included in the scope.
2. Description of activities' flow with flowcharts of processes and subprocesses.
3. Identification of key control activities that mitigate the risks identified which may affect the preparation of financial information identifying the person in charge of control, frequency of the activity, type of control (to detect or to predict), type of execution (manual or automatic) and its evidence.

During 2013, we have continued to review and update all processes and sub-processes, analysing the incidents reported.

Documented processes include the end of reporting period, reporting, and consolidation process considering within them the specific review of relevant judgments and estimates.

The information supported by the SCIF of the Group is stored in a digital file that serves as a database for all material processes and sub-processes of the Group Companies.

The Group's General Economic and Financial Division is responsible for updating critical process and activities and it reports periodically to the Audit Committee on the progress of works related to the Financial Information Internal Control System and all improvement processes.

F.3.2 Internal control procedures and policies referring to information systems (including, among others, access security, change control, their implementation, continuity of operations, and segregation of duties) supported by the entity's relevant processes with regard to the preparation and publication of financial information.

OHL's internal control system over financial reporting encompasses the IT processes that include the environment, architecture and infrastructure of the information technologies as well as any applications related to transactions that directly affect the main processes of the company and, therefore, the financial reporting and fiscal year closing processes.

The General Organisation and Systems Division is responsible for the information systems, and its duties include the definition and follow-up of the security policies and standards for applications and infrastructures supporting the internal control model within the field of information technologies.

Regarding the information systems internal control framework, the following areas have been considered critical: access to programmes and data and management of changes in the applications, developments, transactions and documentation.

With respect to these five areas, the following items related to the applications supporting the financial reporting system are considered particularly relevant:

- Roles and responsibilities matrices
- Management of the demand for developments and functional changes.
- Specification and approval of tests and acceptance of users
- Specification of technical and functional requirements
- Incident management
- Management of the continuity of economic processes
- Physical security of the Data Processing Centres

During 2013, OHL has continued to enhance the security of the Company information. The most significant action has been the review and improvement of the documentation of the model of distribution of tasks and, particularly, the conflict matrices that enable the segregation of users and their exclusive access to the features that have been approved by their managers.

F.3.3 Internal control policies and procedures aimed at supervising the management of outsourced activities, as well as those ASSESSMENT, calculation or measurement tasks assigned to independent experts, which may materially affect the Financial statements.

The Group has internal control procedures in place aimed at supervising the information included in the financial statements of the joint ventures in which it holds interest.

This procedure makes a difference between the joint ventures which are administered by the Group and those which are not. In the first case, when this information is managed in the Group's systems, the same controls as in the rest of the Group are applied.

When the Group is not responsible for the administration of the joint ventures, information review and unification processes are carried out, where necessary and, as mentioned above, the basic criteria are set by mutual agreement with the partners. In both cases, review activities are also performed through the representatives of the Joint Ventures'

Management Boards.

With regard to the valuations entrusted to independent experts, the criteria used are analysed to verify their adequacy and said valuations are stated in detail. In the event the conclusions are not conclusive, additional opinions are requested for their clarification.

Finally, for the rest of the relevant opinions, estimates and projections, a detailed reviewed is carried out, paying particular attention to the criteria upon which they are based, particularly in the medium and long term projections performed by the concession operators.

F.4 Information and communication

Report, indicating its main characteristics, if it includes, at least, the following:

F.4.1. A specific function in charge of defining and keeping the accounting policies updated (accounting policies area or department), and of addressing any inquiry or settling any dispute arising from the interpretation thereof, maintaining a fluent communication with the persons responsible for the organisation's transactions, as well as an updated accounting policies manual that must be communicated to the units through which the Company operates.

ACCOUNTING PROCEDURES MANUAL:

The Group has an accounting Procedures' Manual with the purpose of highlighting the general accounting principles, valuation standards, and general accounting policies of the Group and specific policies of each Division, and it is mandatory for all OHL Group companies.

The Group's Administration and Control Division, which depends on the General Economic and Financial Division, is responsible for the interpretation of accounting policies.

In addition, said Division is the only responsible for updating the Manual, at least, once a year, in order to include all changes in legislation and, if relevant, the update is made immediately. The date of the last update reported is 10 July 2013.

In both cases, the General Economic and Financial Division must be previously informed of any update and authorise such changes.

RESPONSIBILITIES OF THE AUDIT COMMITTEE:

OHL S.A.'s Board Regulations specify in section 15 i) that the Audit and Compliance Committee has the basic responsibility for the following: *"Review Company's statements, oversee compliance with legal requirements and correct application of generally accepted accounting principles and also inform about the proposals for changes in the accounting policies and methods suggested by Management."*

This responsibility is active as it entails being informed of the updates proposed by the Group's General Economic and Financial Division, as well as of accounting legislation drafts which may affect the Group.

This information is also compared with that of the Group's Auditors in periodic meetings held with the Audit Committee.

F.4.2 Criteria for collecting and preparing the financial information with standard formats, to be applied and used by all of the company's or group's units, which may support the main financial statements and notes, as well as ICFR related information.

The Group has a financial reporting procedure for all Divisions managed by the Group's Economic and Financial Department, through its Administration and Control Department. Said procedure describes the financial reporting models that the Group subsidiaries must send on a regular basis, indicating the persons responsible for their preparation and update. This procedure is based on:

Such procedure includes:

- ✓ Group's end of reporting period schedule
- ✓ Standardised and mandatory monthly financial reporting, in most cases with information traceability, from the information system, following detailed instructions.
- ✓ Annual standardised financial reporting for preparation of the Group's annual report, following detailed instructions.
- ✓ Internal system of delivery of relevant company information which guarantees accuracy and inventory freeze.

Any significant changes to the established procedure are reported to the Audit Committee.

SCIIF MAINTENANCE AND REPORTING SYSTEM:

There is a maintenance and reporting procedure related to the SCIIF, for internal control purposes and with the aim of informing about its Operation on a regular basis.

The persons responsible for updating and maintaining the SCIIF in the companies included within the scope of each of the continuous processes up-to-date, pursuant to a specified assignment of responsibilities.

Likewise, in order to facilitate internal knowledge about the degree of compliance with the SCIIF, a half-year reporting procedure was established.

The Reporting Model is sent every six months to supplement the monthly financial reporting model for the six-month period. The report to the Group's Economic and Financial Department is prepared by the Economic and Financial Manager of each subsidiary of the Group.

F.5 System operation supervision.

Report indicating its main characteristics on, at least, the following:

F.5.1 The SCIIF supervision activities carried out by the Audit Committee, as well as whether the company has an internal audit function responsible for supporting the Committee in supervising the internal control system, including the SCIIF. Furthermore, information will be reported on the scope of the SCIIF assessment carried out during the fiscal year and on the procedure through which the assessor reports on its outcomes, as well as whether the company has an action plan describing any corrective measures, if applicable, and whether their impact on the financial information has been considered.

INTERNAL AUDIT DEPARTMENT:

The Board of Directors created the Internal Audit Management in the Group in order to provide independent and objective assurance, internal control, and consultation services, in order to support the organisation in the effective performance of its responsibilities.

The Internal Audit Department forms part of OHL Group's organisation, although it is not an executive body, and is subject to the policies established by the Board of Directors through its Audit, Compliance and Social Corporate Responsibility Committee.

Internal Audit reports to the Audit, Compliance and Corporate Social Responsibility Committee and this Department's basic roles are to:

- Review the truth, reliability and integrity of the records and the financial and operating information, both internal and external. It verifies the reliability of the risk management and internal control systems and the quality of the information. Specifically, it reviews the Financial Information Internal Control System and the sufficiency of the implemented controls.
- Supervise that risk management is aligned with OHL Group's policies and Code of Ethics
- Verify the existence and status of assets, and prove that measures to protect their integrity are adequate.
- Verify the existence of rules and procedures that duly govern the main activities and that allow for the correct measurement of the economy and their efficiency.
- Evaluate the degree of compliance with the standards, instruction and procedures established in the Group.
- Propose the amendments, reviews or adaptations of the documents mentioned in the above point that are necessary to improve operations.
- Inform on the OHL Group's new issue of internal regulations or their amendments, before their final approval.
- Verify, establishing control systems, the compliance of all kinds of agreements established by OHL Group.
- Follow up on OHL's approved investment and divestment transactions.

- Keep coordinated relations with the external audit works, as a supplementary activity (not as a subsidiary or substitute activity).
- Provide information to the Board of Directors through the Audit, Compliance and Corporate Social Responsibility Committee in order to facilitate the potential assessment on the adequate and efficient use of Group's resources.
- Make recommendations to contribute to the correction of anomalies detected in the course of the work and follow-up their execution.
- Prepare annual work schedules, activities' reports, among others, and keep them updated.
- Perform any specific task requested by the Chairman of the Compliance Audit, compliance and corporate social responsibility committee.

All such Duties are carried out by the members of the Internal Audit Division exclusively and will not be combined with other duties.

INTERNAL CONTROL AND RISK DEPARTMENT:

In order to promote internal control and risk management, the Group has the Internal Control and Risk Department, which reports to the Audit Committee. The main functions of this Department in relation to risk management are the following:

- To coordinate, guide and support the strategic, operational, organisational and legislative actions concerning risk management across the OHL Group.
- To establish the methodologies and tools for preparing the Risk Map, as well as to cooperate in identifying and analysing the risks that may arise from OHL Group's activities.
- To define, implement and update, in collaboration with the different Divisions, the management and follow-up procedures relating to the main risks and action proposals deemed necessary.
- To prepare the corresponding reports on the risk position (risk indicators) to be reported to the Division, the Audit Committee and/or the Board of Directors.

To perform training and dissemination tasks regarding the relevant risk management policies.

The main duties of this Department in relation to internal control are the following:

- Update the Processes Map, maintain an up-to-date understanding of the allocation of responsibilities on the processes and controls and ensure the preparation, review, approval and maintenance of the Set of Rules, Policies and Regulations in force is carried out in a timely manner.
- Prepare, support and maintain the Internal Control System, whose compliance by the different Divisions guarantees that operational and financial information risks are duly mitigated.
- Identify and communicate the Internal Control deficiencies detected.

ACTIVITIES CARRIED OUT BY THE AUDIT COMMITTEE IN THE YEAR 2013:

The Audit Committee has the main purpose of supporting the Board of Directors in overseeing and supervising the Group's operation. Its main purpose is focused on:

- Periodically reviewing the process to prepare financial information.
- Reviewing the Internal Control System.
- Guaranteeing the independence of the external auditor and knowing their opinion on the significant weaknesses of the internal control system.

Audit Committee reviews all public financial information sent by the Group to the National Securities Market Commission, before approval by the Board of Directors and after publication, and gathers all clarifications it deems convenient from the Group's General Economic and Financial Division or from any other responsible party.

In its bi-monthly meetings, it reviews, in whole, the reports issued by the internal Audit Division on the Group's subsidiaries on PROJECTS carried out, directly or through a joint venture, and on compliance of internal regulations and any other aspect requested by such Committee.

The content of the Annual Plan of the Internal Audit Department, which is approved every year by the Audit, Compliance and Corporate Social Responsibility is defined according to OHL Group's general and specific objectives, and the risks that can threaten its execution.

giving priority to the matters requiring special attention in each functional area, which is why it includes the selection of the area, processes or activities in which:

- Possible contingencies for the OHL Group are detected.
- There has been a special problem before or there is any signal about a possible anomaly.
- A significant period has elapsed since the last audit performed.
- The Board of Directors or the Management of the OHL Group may identify such risks.

In order to plan audit activities, the Internal Audit Department pays special attention to the Risk Map, considering the potential impact of those risks on the process map.

In 2013, audits were performed in the Construction, Concessions, Development and Industrial Divisions, covering the following processes:

- Budget and ultimate goal of the works;
- Production and results of the works;
- Accounts receivable;
- Supplies;
- Cash;

in the following locations:

- Canada
- Spain
- United States of America
- Mexico
- Peru
- Czech Republic
- Slovak Republic

The appropriate corrective measures are carried out for all weaknesses or recommendations included in the reports.

The actions taken are included in the Internal Audit Annual Report submitted to the Audit Committee.

The implementation of any new internal regulation or policy is also supervised, as well as any modification to an existing regulation or policy, guaranteeing consistency and compliance with policies set forth by the Board of Directors.

It also holds follow-up meetings of the Internal Control System's operation, specially addressing the Financial Information Internal Control system, together with the Group's General Economic and Financial Division, and the managers of Divisions, carrying out specialised sessions on concrete aspects of the system. In 2012, a review plan of the SCIIF by the Internal Audit Department was established, aimed at auditing all the companies included within the scope of the SCIIF within a three-year term, and in 2013 it has operated as foreseen.

To properly substantiate and support its obligation to supervise the risk management systems, the Audit Committee has included in the Agenda of all its meetings, and as part of its annual planning, the task of performing an express monitoring of risk management in a series of Group areas identified as relevant, including the following:

- Control and Management
- Taxes
- Legal Advice and Compliance

F.5.2 Whether it has a discussion procedure through which the auditor [pursuant to the provisions of the Technical Auditing Standards, (NTA, Spanish acronym)], internal audit and other experts may notify the senior executives and the Board of Auditors or the company directors about any significant weakness observed in the internal control procedures during the review of the financial statements or during other processes entrusted to them. Likewise, it will report on the availability (or not) of an action plan aimed at correcting or mitigating any weakness observed.

OHL S.A.'s Board Regulations include the following responsibilities of the Audit Committee in section 15 the following:

□ c) establish relations with the external auditors, assess the results of each audit and the management team's response to their recommendations, and intervene in case of discrepancies between them with regard to policies and methods applicable upon preparation of financial statements, as well as gathering information on matters that may call the auditor's independence into question, and any other matters relating to the auditing process, including other disclosures stipulated in accounting and auditing legislation as well as auditing standards.

□ g) oversee the efficiency of the company's internal control, internal audit services and risk management systems, reviewing the appointment and replacement of responsible parties, as well as discussing with account auditors the most relevant internal control system weaknesses detected during the audit.

Such responsibilities are carried out actively, by means of periodic meetings of the Audit Committee with the Group's external auditors and with those liable for management of the Divisions, as well as the Group's General Economic and Financial Manager, which is permanently invited to all of the Committee's meetings.

Thus, and in accordance with an annual schedule, the Audit Committee summons the heads of each of these areas in advance to appear and make a specific presentation to the members of the Committee on how they manage risks in their respective areas.

Regarding external auditors, it holds meetings, at least once a year, to know the internal control weaknesses detected in the course of the audit which, as the case may be, are corrected immediately, modifying the Internal Control System.

Regarding Internal Audit Division, it should be mentioned that their actions use information from the Audit Committee, receiving a follow-up report of compliance of all recommendations made in the course of their works.

Internal Audit Division has permanent communication with the Audit Committee in the duties described above, highlighting the duty of preparing and keeping updated the following documents:

- Annual planning of works
- Management's annual budget
- Reports of each work carried out
- Annual report of activities
- Group's Internal Audit Organisation and Procedure Rule.

The foregoing will have the purpose of following up all activities carried out by Internal Audit, as an effective means to develop and comply with all supervision duties of the Audit Committee.

F.6 Other disclosures

Non applicable

F.7 External auditor report

Report on:

F.7.1 If the information of the SCIIF sent to the markets has been reviewed by the external auditor, the entity should include the relevant report as annex, or explain the reasons for doing otherwise.

□ The Group has requested to the external auditor a review report on the information related to the SCIIF described in this document, which is attached as Annex, pursuant to the Action Guide on the Auditor's Report concerning the information related to the SCIIF of listed companies, published by the National Securities Market Commission in its website.

G. DEGREE OF COMPLIANCE WITH CORPORATE GOVERNANCE REGULATIONS

State the extent to which the Company complies or fails to comply with Unified Code recommendations

If a recommendation is not complied with or is only partly complied with, please include a detailed explanation of the reasons so that the shareholders, investors and the market in general have sufficient information to assess the Company's actions. Explanations of a general nature shall be unacceptable.

1. The bylaws of listed companies should not place an upper limit on the votes that can be cast by a single shareholder, or impose other obstacles to the takeover of the Company by means of share purchases on the Market. See subsections: A.10, B.1, B.2, C.1.23 and C.1.24.

Complies

2. When a dominant and a subsidiary company are stock market listed, the two should provide detailed disclosure on:
a) The type of activity they engage in, and any business dealings between them, as well as between the subsidiary and other Group companies;
b) The mechanisms in place to resolve possible conflicts of interest.
See subsections: D.4 and D.7

Not applicable

3. Even when not expressly required under company law, any decisions involving a fundamental corporate change should be submitted to the General Shareholders' Meeting for approval or ratification, namely the following:
a) The transformation of listed companies into holding companies through the process of subsidiarisation, i.e. reallocating core activities to subsidiaries that were previously carried out by the originating firm, even though the latter retains full control of the former;
b) Any acquisition or disposal of key operating assets that would effectively alter the Company's corporate purpose;
c) Operations that effectively add up to the Company's liquidation.
See subsection:
B.6

Complies

4. Detailed proposals of the resolutions to be adopted at the General Shareholders' Meeting, including the information stated in Recommendation 27, should be made available at the same time as the publication of the Meeting notice.

Complies

5. Separate votes should be taken at the General Shareholders' Meeting on materially separate items, so shareholders can express their preferences in each case. This rule shall apply in particular to:
- a) The appointment or ratification of directors, with separate voting on each candidate;
 - b) Amendments to the bylaws, with votes taken on all articles or groups of articles that are materially different.

Complies

6. Companies should allow split votes, so financial intermediaries acting as nominees on behalf of different clients can issue their votes according to instructions.

Complies

7. The Board of Directors should perform its duties with unity of purpose and independent judgement, according all shareholders the same treatment. It should be guided at all times by the Company's best interest and, as such, strive to maximise its economic value over time.
- It should likewise ensure that the Company abides by the laws and regulations in its dealings with stakeholders; It should as well fulfil its obligations and contracts in good faith; respect the customs and good practices of the sectors and territories where it does business and uphold any additional social responsibility principles it has subscribed to voluntarily.

Complies

8. The Board should see the core components of its mission as to approve the Company's strategy and authorise the organisational resources to carry it forward, and to ensure that management meets the objectives set while pursuing the Company's interests and corporate purpose. As such, the Board in full should reserve the right to approve:

- a) The Company's general policies and strategies, and in particular:
 - i) The strategic or business plan, as well as the annual management objectives and budgets;
 - ii) Investment and financing policy;
 - iii) Definition of the structure of the corporate group;
 - iv) Corporate governance policy;
 - v) Corporate social responsibility policy;
 - vi) Remuneration and performance evaluation policy for senior executives;
 - vii) Risk control and management policy and periodic monitoring of internal reporting and control systems.
 - viii) Dividend policy and treasury shares policy and, in particular, limits thereon. See subsections: C.1.14, C.1.16 and E.2

b) The following decisions:

i) At the proposal of the company's chief executive, the appointment and potential removal of senior executives, as well as their indemnity clauses.

ii) The remuneration of directors, as well as in the case of executive directors, the additional compensation for their executive functions and other conditions to be fulfilled by their contracts.

iii) The financial information listed companies must periodically disclose.

iv) Investments or operations considered strategic by virtue of their amount or special characteristics, unless their approval corresponds to the General Shareholders' Meeting;

v) The creation or acquisition of shares in special purpose vehicles or entities resident in jurisdictions considered tax havens, and any other transactions or operations of a comparable nature whose complexity might impair the transparency of the Group.

c) Transactions which the Company conducts with directors, significant Shareholders, shareholders with Board representation or other persons related thereto ("related-party transactions"). However, Board authorisation need not be required for related-party transactions that simultaneously meet the following three conditions:

1. Performed under contracts containing standard terms and conditions and applied en masse to numerous Customers;

2. They go through at market rates, generally set by the person supplying the goods or services;

3. Amount does not exceed 1% of the Company's annual income.

It is advisable that related-party transactions should only be approved by the Board on the basis of a favourable report from the Audit Committee or some other committee handling the same function; and that the directors involved should neither exercise nor delegate their votes, and should withdraw from the meeting room while the Board deliberates and votes.

Ideally the above powers assigned to Board should not be delegated with the exception of those mentioned in b) and c), which may be delegated to the Executive Committee in urgent cases and later ratified by the full Board.

See subsections: D.1 and D.6

Complies

9. In the interests of maximum effectiveness and participation, the Board of Directors should ideally comprise no fewer than five and no more than fifteen members.

See subsection: C.1.2

Complies

10. External, proprietary and independent directors should occupy a broad majority of Board places, while the number of executive directors should be the minimum practical, bearing in mind the complexity of the corporate group and the Ownership interests they control.

See subsections: A.3 and C.1.3.

Complies

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11. That among non-executive directors, the relation between proprietary members and independents should match the proportion between the Capital represented on the Board by proprietary directors and the remainder of the Company's capital. This proportional criterion can be relaxed so the weight of proprietary directors is greater than would strictly correspond to the total percentage of capital they represent:
1. In large cap companies where few or no equity stakes attain the legal threshold for significant shareholdings, but there are shareholders owning high ownership interests.
 2. In companies with a plurality of shareholders represented on the Board but not otherwise related.
- See subsections: A.2, A.3 and C.1.3

Complies

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12. The number of independent directors should represent at least one third of all Board members.
- See subsection: C.1.3

Complies

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13. The nature of each director should be explained to the Shareholders' General Meeting, which will make or ratify his or her appointment. Such determination should subsequently be confirmed or reviewed in each year's Annual Corporate Governance Report, after verification by the Appointments Committee. The said Report should also disclose the reasons for the appointment of proprietary directors at the urging of shareholders controlling less than 5% of capital; and explain any rejection of a formal request for a Board place from shareholders whose equity stake is equal to or greater than that of others applying successfully for a proprietary directorship.
- See subsections: C.1.3 and C.1.8

Complies

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14. That when the number of female directors is low or nil, the Appointments Committee ensures that when new vacancies arise:
- a) The process of filling Board vacancies has no implicit bias against female candidates;
 - b) The Company makes a conscious effort to include women with the target profile among the candidates for Board places.
- See subsections: C.1.2, C.1.4, C.1.5, C.1.6, C.2.2 and C.2.4.

Complies

15. The Chairman, as the person responsible for the proper operation of the Board of Directors, should ensure that directors are supplied with sufficient information in advance of Board meetings; and work to procure a good level of debate and the active involvement of all members, safeguarding their rights to freely express and adopt positions; he or she should organise and coordinate regular evaluations of the board and, where appropriate, the Company's Chief Executive, along with the chairmen of the relevant board committees.
See subsections: C.1.19 and C.1.41

Complies

16. When a Company's Chairman is also its chief executive, an independent director should be empowered to request the calling of Board meetings or the inclusion of new issues on the agenda; to coordinate and give voice to the concerns of non-executive directors; and to lead the Board's evaluation of the Chairman.
See subsection: C.1.22

Not applicable

17. The Secretary should take care to ensure that the Board's actions:
a) Adhere to the spirit and letter of laws and their implementing regulations, including those issued by regulatory agencies;
b) Comply with the Company Bylaws and the Regulations of the General Shareholders' Meeting, the Board of Directors and others;
c) Are informed by those good governance recommendations of the Unified Code that the Company has subscribed to.
In order to safeguard the independence, impartiality and professionalism of the Secretary, his or her appointment and removal should be proposed by the Appointments Committee and approved by a full Board meeting; and the relevant appointment and removal procedures being spelled out in the Board's regulations.
See subsection: C.1.34

Complies

18. The Board should meet with the necessary frequency to properly perform its functions, in accordance with a calendar and agendas set at the beginning of the year, to which each Director may propose the addition of other items.
See subsection: C.1.29

Complies

19. Director absences should be kept to the bare minimum and quantified in the Annual Corporate Governance Report. When directors have no choice but to delegate their vote, they should do so with instructions.
See subsections: C.1.28, C.1.29 and C.1.30

Complies

20. When directors or the Secretary express concerns about some proposal or, in the case of directors, about the Company's performance, and such concerns are not resolved at the Board, the person expressing them can request that they be recorded in the minutes book.

Complies

21. The board in full should evaluate the following points on a yearly basis:
a) The quality and efficiency of the Board's operation;
b) Starting from a report submitted by the Appointments Committee, how well the Chairman and Chief Executive have carried out their duties; c) The performance of its Committees on the basis of the reports furnished by the same.
See subsections: C.1.19 and C.1.20

Complies

22. All directors should be able to exercise their right to receive any additional information they require on matters within the Board's competence. And unless the Bylaws or Board Regulations indicate otherwise, such requests should be addressed to the Board's Chairman or Secretary.
See subsection: C.1.41

Complies

23. All directors should be entitled to call on the Company for the advice and guidance they need to carry out their duties. The Company should provide suitable channels for the exercise of this right, extending in special circumstances to external assistance at the Company's expense.
See subsection: C.1.40

Complies

24. Companies should organise induction programmes for new directors to acquaint them rapidly with the workings of the Company and its corporate governance rules. Directors should also be offered refresher programmes when circumstances so advise.

Complies

25. Companies should require their directors to devote sufficient time and effort to perform their duties effectively, and, as such:
- a) Directors should apprise the Appointments Committee of any other professional obligations, in case they might detract from the necessary dedication;
 - b) Companies should lay down rules about the number of Boards on which their Board members can take part.
- See subsections: C.1.12, C.1.13 and C.1.17

Complies

26. The proposal for the appointment or renewal of directors which the Board submits to the General Shareholders' Meeting, as well as provisional appointments by the method of co-option, should be approved by the Board:
- a) On the proposal of the Appointments Committee, in the case of independent directors.
 - b) Subject to a report from the Appointments Committee in all other cases.
- See subsection: C.1.3

Complies

27. Companies should post the following director particulars on their websites, and keep them permanently updated:
- a) Professional experience and background;
 - b) Directorships held in other companies, listed or otherwise;
 - c) An indication of the director's classification as executive, proprietary or independent; in the case of proprietary directors, stating the shareholder they represent or have links with.
 - d) The date of their first and subsequent appointments as a Company director, and;
 - e) Shares held in the Company and any options on the same.

Complies

28. proprietary directors should resign when the shareholders they represent dispose of their ownership interest in its entirety. If such shareholders reduce their stakes, thereby losing some of their entitlement to proprietary directors, the latter's number should be reduced accordingly.
- See subsections: A.2, A.3 and C.1.2

Complies

29. The Board of Directors should not propose the removal of independent directors before the expiry of their tenure as mandated by the bylaws, except where just cause is found by the board, based on a proposal from the Appointments Committee. Specifically, just cause will be presumed when a director is in breach of his or her fiduciary duties or comes under one of the disqualifying grounds, as set forth in Order ECC/461/2013.

The removal of independents may also be proposed when a takeover bid, merger or similar corporate operation produces changes in the Company's capital structure, in order to meet the proportionality criterion set out in Recommendation 11.

See subsections: C.1.2, C.1.9, C.1.19 and C.1.27

Complies

30. Companies should establish rules obliging directors to inform the board of any circumstance that might harm the organisation's name or reputation, tendering their resignation as the case may be, with particular mention of any criminal charges brought against them and the progress of any subsequent trial.

The moment a director is indicted or tried for any of the crimes stated in Article 213 of the Companies Law, the Board should examine the matter and, in view of the particular circumstances and potential harm to the Company's name and reputation, decide whether or not he or she should be called on to resign. The Board should also disclose all such determinations in the Annual Corporate Governance Report.

See subsections: C.1.42, C.1.43

Complies

31. All directors should express clear opposition when they feel a proposal submitted for the Board's approval might damage the corporate interest. In particular, independents and other directors unaffected by the conflict of interest should challenge any decision that could go against the interests of shareholders lacking Board representation.

When the Board makes material or reiterated decisions about which a director has expressed serious reservations, then he or she must draw the pertinent conclusions. Directors resigning for such causes should set out their reasons in the letter referred to in the next Recommendation.

The terms of this Recommendation should also apply to the Secretary of the Board: director or otherwise.

Complies

32. Directors who give up their place before their tenure expires, through resignation or otherwise, should state their reasons in a letter to be sent to all members of the Board. Irrespective of whether such resignation is filed as a significant event, the motive for the same must be explained in the Annual Corporate Governance Report.

See subsection: C.1.9

Complies

33. Remuneration comprising the delivery of shares in the Company or other companies in the group, share options or other share-based instruments, payments linked to the Company's performance or membership of pension schemes should be confined to executive directors.
The delivery of shares is excluded from this limitation when directors are obliged to retain them until the end of their tenure.

Complies

34. external directors' remuneration should sufficiently compensate them for the dedication, abilities and responsibilities that the post entails, but should not be so high as to compromise their independence.

Complies

35. In the case of remuneration linked to Company earnings, deductions should be computed for any qualifications stated in the external auditor's report.

Not applicable

36. In the case of variable remunerations, remuneration policies should include technical safeguards to ensure they reflect the professional performance of the beneficiaries and not simply the general progress of the markets or the Company's sector or circumstances of this kind.

Complies

37. When the Company has an Executive Committee , the breakdown of its members by director category should be similar to that of the Board itself. The Secretary of the Board should also act as secretary to the Executive Committee.
See subsections: C.2.1 and C.2.6

Complies

38. The Board should be kept fully informed of the business transacted and decisions made by the Executive Committee. To this end, all board members should receive a copy of the Committee's minutes.

Not applicable

39. In addition to the Audit Committee mandatory under the Securities Market Law, the Board of Directors should form a committee, or two separate committees, of Appointments and Remuneration.

The rules governing the make-up and operation of the Audit Committee and the Appointment and Remuneration committee or committees should be set forth in the Board Regulations, and include the following:

- a) The Board of Directors should appoint the members of such committees with regard to the knowledge, aptitudes and experience of its directors and the terms of reference of each Committee; discuss their proposals and reports; and be responsible for overseeing and evaluating their work, which should be reported to the first full Board following each meeting;
- b) These committees should be formed exclusively of non-executive directors and have a minimum of three members. Executive directors or senior officers may also attend meetings, for information purposes, at the Committees' invitation.
- c) Committees should be chaired by an independent director.
- d) They may engage external advisors, when they feel this is necessary for the discharge of their Duties.
- e) Minutes of meeting proceedings should be drawn up and a copy sent to all Board members.

See subsections: C.2.1 and C.2.4

Complies

40. The job of supervising compliance with internal codes of conduct and corporate governance rules should be entrusted to the Audit Committee, the Appointments Committee or, as the case may be, separate Compliance or Corporate Governance Committees.

See subsections: C.2.3 and C.2.4

Complies

41. All members of the Audit Committee, particularly its chairman, should be appointed with regard to their knowledge and background in accounting, auditing and risk management matters.

Complies

42. Listed companies should have an internal audit function, under the supervision of the Audit Committee, to ensure the proper operation of internal reporting and control systems.
See subsection: C.2.3

Complies

43. The head of internal audit should present an annual work programme to the Audit Committee; report to it directly on any incidents arising during its implementation; and submit an activities report at the end of each year.

Complies

44. Control and risk management policy should specify at least:
- a) The different types of risk that affect the Company (operational, technology, financial, legal, reputational, tax, etc) with the inclusion under financial or economic risks of contingent liabilities and other off-balance-sheet risks;
 - b) The determination of the risk level the Company sees as acceptable;
 - c) Measures in place to mitigate the impact of risk events should they occur;
 - d) The internal reporting and control systems to be used to control and manage the above risks, including contingent liabilities and off-balance-sheet risks.
- See subsection: E

Complies

45. The Audit Committee's role should be:
- 1. With respect to internal control and reporting systems:
 - a) That the main risks identified as a result of the oversight by the Company of internal controls and internal audit, be duly managed and reported.
 - b) Monitor the independence and efficacy of the internal audit function; propose the selection, appointment, reappointment and removal of the head of internal audit; proposing the budget for internal audit; receiving regular information regarding its activities; and verifying that senior executives are acting on the findings and recommendations of their reports.
 - c) Establish and supervise a mechanism whereby staff can report, confidentially and, if necessary, anonymously, any irregularities they detect in the course of their duties, in particular financial or accounting irregularities, with potentially serious implications for the firm.
 - 2. With respect to the external auditor:
 - a) Receive regular information from the external auditor on the progress and findings of the audit programme, and check that senior management are acting on its recommendations.
 - b) Monitor the independence of the external auditor, to which end:

i) The Company should notify any change of auditor to the CNMV as a significant event, accompanied by a statement of any disagreements arising with the outgoing auditor and the reasons for the same.

ii) The Committee should investigate the issues giving rise to the resignation of any external auditor.

See subsections: C.1.36, C.2.3 and E.2.

Complies

46. The Audit Committee should be empowered to meet with any Company employee or manager, even ordering their appearance without the presence of another senior officer.

Complies

47. The Audit Committee should inform the Board, before its adoption of the relevant decisions, on the following points stated in the Recommendation 8:
- a) The financial information listed companies must periodically disclose. The Committee should ensure that interim statements are drawn up under the same accounting principles as the annual statements and, to this end, may ask the external auditor to conduct a limited review.
 - b) The creation or acquisition of equity interests in special purpose entities or resident in jurisdictions considered tax havens, and any other transactions or operations of a comparable nature whose complexity might impair the transparency of the group.
 - c) Related-party transactions, except where their scrutiny has been entrusted to some other supervision and control committee.
- See subsections: C.2.3 and C.2.4

Complies

48. The Board of Directors should seek to present the annual accounts to the General Shareholders' Meeting without reservations or qualifications in the audit report. Should such reservations or qualifications exist, both the Chairman of the Audit Committee and the auditors should give a clear account to shareholders of their scope and content.
- See subsection: C.1.38

Complies

49. The majority of Appointment Committee members –or Appointment and Remuneration Committee members, as the case may be– should be independent directors.
- See subsection: C.2.1

Complies

50. The Appointment Committee should have the following functions in addition to those stated in earlier recommendations:
- a) Evaluate the balance of skills, knowledge and experience on the Board, define the roles and skills required of the candidates to fill each vacancy, and decide the time and dedication necessary for them to properly perform their duties.
 - b) Examine or organise, in appropriate form, the succession of the Chairman and Chief Executive, making recommendations to the Board so the handover proceeds in a planned and orderly manner.
 - c) Report on the senior officer appointments and removals which the Chief Executive proposes to the Board.
 - d) Report to the Board on the gender diversity issues discussed in Recommendation 14 of this Code.
- See subsection: C.2.4

Complies

51. The Appointment Committee should consult with the Company's Chairman and Chief Executive, especially on matters relating to executive directors. Any Board member may suggest directorship candidates to the Appointment Committee for its consideration.

Complies

52. The Remuneration Committee should have the following functions in addition to those stated in earlier recommendations:
- a) Propose to the Board of Directors:
 - i) The remuneration policy for directors and senior officers;
 - ii) The individual remuneration and other contractual conditions of executive directors.
 - iii) The standard conditions for senior officer employment contracts.
 - b) Oversee compliance with the remuneration policy set by the Company. See subsections: C.2.4

Complies

53. The Remuneration Committee should consult with the Chairman and Chief Executive, especially on matters relating to executive Directors and senior officers.

Complies

H. OTHER INFORMATION OF INTEREST

1. If the Company or Group companies are dealing with any relevant matters in terms of corporate governance that have not been addressed in the rest of the sections in this report, but which must be included so as to provide more complete and reasoned information on the structure and governance practices of the entity or that of its group, please provide a brief description.

C.1.8. DESCRIBE, IF APPLICABLE, THE REASONS WHY PROPRIETARY DIRECTORS HAVE BEEN APPOINTED AT THE INITIATIVE OF SHAREHOLDERS WHOSE SHAREHOLDING IS LESS THAN 5% OF SHARE CAPITAL.

There are no non-executive proprietary directors appointed by shareholders whose shareholding is less than 5%.

C.1.12. GIVE DETAILS, AS APPROPRIATE, OF ANY DIRECTORS OF THE COMPANY WHO ARE MEMBERS OF THE BOARDS OF DIRECTORS OF OTHER NON-GROUP COMPANIES THAT ARE LISTED ON OFFICIAL SECURITIES MARKETS IN SPAIN, AS DISCLOSED TO THE COMPANY.

For clarification purposes, Mr. Luis Solera Gutiérrez is the natural person representing director Reverter 17, S.L. of listed companies TecnoCom, Telecomunicaciones y Energía, S.A. and Informes y Proyectos, S.A.

For clarification purposes, Mr. Juan Miguel Villar-Mir, Mr. Juan Villar-Mir de Fuentes and Mr. Tomás García Madrid are director representatives in the listed company Abertis Infraestructuras, S.A.

C.1.15. INDICATE THE OVERALL REMUNERATION OF THE BOARD OF DIRECTORS.

The Board of Director's overall remuneration includes the fixed annual remuneration of the Board of Directors and the compensation received by the executive directors for performing senior Management services.

C.1.17. INDICATE, AS APPROPRIATE, WHICH BOARD MEMBERS ARE, IN TURN, MEMBERS OF THE BOARD OF DIRECTORS OF COMPANIES OF SIGNIFICANT SHAREHOLDERS AND/OR GROUP COMPANIES.

For clarification purposes, Mr. Javier López Madrid, is the individual representing the Sole Director of Espacio Activos Financieros, S.L.U.

C.1.22. STATE WHETHER THE CHAIRMAN OF THE BOARD OF DIRECTORS ALSO PERFORMS THE FUNCTIONS OF THE COMPANY'S CHIEF EXECUTIVE. IF SO, DESCRIBE THE MEASURES TAKEN TO LIMIT THE RISKS OF POWER BEING CONCENTRATED IN THE HANDS OF ONE PERSON.

The chairman of the Board of Directors does not perform the functions of the company's Chief Executive. In addition to this measure, article 17 of the Board Regulations states that if the CEO is appointed as the Board Chairman, the Chairman of the Appointments and Remuneration Committee shall be empowered to request a Board meeting and the incorporation of new items in the agenda.

C.1.29. INDICATE THE NUMBER OF BOARD MEETINGS HELD DURING THE YEAR IF APPLICABLE, STATE

HOW OFTEN THE BOARD HAS MET WITHOUT THE CHAIRMAN'S ATTENDANCE.

The Chairman leaves the meeting when the Board evaluates the Chairman's performance.

C.1.39 INDICATE THE NUMBER OF YEARS THAT THE CURRENT AUDIT FIRM HAS BEEN UNINTERRUPTEDLY AUDITING THE FINANCIAL STATEMENTS OF THE COMPANY AND/OR THE GROUP. ALSO INDICATE THE NUMBER OF YEARS AUDITED BY THE CURRENT AUDIT FIRM AS A PERCENTAGE OF THE TOTAL NUMBER OF YEARS DURING WHICH THE FINANCIAL STATEMENTS HAVE BEEN AUDITED.

In 2002, DELOITTE, S.L. was appointed as auditor both for the Company and the Group. Arthur Andersen performed the audit services of the Company for the previous 14 years and of the Group for the previous 11 years.

C.1.45. IDENTIFY IN GENERAL AND INDICATE SPECIFICALLY THE AGREEMENTS ON SEVERANCE PAYMENT, GUARANTEE OR GOLDEN PARACHUTE CLAUSES BETWEEN THE COMPANY AND ITS MANAGERS AND DIRECTORS OR EMPLOYEES, WHERE THE LATTER RESIGN OR ARE UNFAIRLY DISMISSED OR WHERE THE EMPLOYMENT RELATIONSHIP TERMINATES DUE TO A TAKEOVER BID OR OTHER TYPES OF OPERATIONS.

There are no guarantee or protection clauses.

C.2. COMMITTEES OF THE BOARD OF DIRECTORS.

The Board of Directors has expressly considered and discussed the convenience of whether or not to create a strategy committee and has concluded that, due to the small size of the Board and the fundamental nature attributed to the Group's strategy, the most adequate procedure would be to present an ad hoc report on a yearly basis subject to discussion by the Board in full, which would take place in the meeting addressing the Group's long-term plan. For similar reasons it was not considered appropriate to create an Executive Committee.

D.5. STATE THE AMOUNT OF THE TRANSACTIONS PERFORMED WITH OTHER RELATED PARTIES.

The following transactions with related entities were conducted during 2013 and 2012:

Items	Thousands of Euros			
	2013	% total	2012	%total
Revenues	7,594	0.21	45,637	1.13
Other operating income	531	0.06	870	0.13
Finance Income	116	0.19	17	0.03
Dividends	450	-	675	-
Supplies	1,259	0.06	1,514	0.06
Other operating expenses	18,773	2.64	19,413	3.22
Finance Costs	96	0.02	83	0.02
Purchase of intangible assets	2,268	-	1,407	-
			Purchase of Financial	
Purchase of property, plant and	553	-	821	-
Sale of property, plant and	2,310	-	11	-
Sale of financial assets	-	-	6,343	-

2. This section can include any other information, clarification or qualification relating to the
In particular, indicate whether the Company is subject to any legislation other than the

Spanish law on corporate governance and, if so, include any mandatory information different from the one required for the purposes of this Report.

3. The Company may also indicate if it has voluntarily adhered to other codes of ethical principles or good practices, whether international, sector-specific or otherwise. If so, please state the code in question and the date of adherence.

This Annual Corporate Governance Report was approved by the Company's Board of Directors at its meeting held on:

26/03/2014

State if there were any directors who voted against or abstained from the approval of this Report:

NO

Name or company name of director voting against this report.	Reasons (against, abstention, non-attendance)	Explain reasons

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

I-13-4607
(Enter Tollway Contract Number)

SUBMITTING BIDDER:

Judlau Contracting, Inc.
(Enter Name of Firm)

ADDRESS:

1011 Warrenville Road, #195
Lisle, IL 60532

STATE OF ILLINOIS)

COUNTY OF DuPage)

SS

The Affiant, Arnav Amin, being first duly sworn, upon oath deposes and says:

1. That the Affiant is V.P. Central Division 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 I-13-4607 (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 31st DAY OF May, 2014.




NOTARY PUBLIC

DECLARATION OF RESPONSIBILITY AND AUTHORISATION FOR ISSUE OF THE DIRECTORS' REPORT

The directors hereby declare that, as far as they are aware, the directors' report presents fairly the performance, business results and position of Obrascón Huarte Lain, S.A., together with a description of the main risks and uncertainties facing it.

This directors' report was authorised for issue by the Board of Directors at its meeting on 26 March 2014, for review by the auditors and subsequent submission for approval by the shareholders at the Annual General Meeting. This directors' report is set out on 81 sheets, all of which have been signed by the Deputy Secretary of the Board. This last sheet, number 82, has been signed by all the directors and the Secretary of the Board.

Juan-Miguel Villar Mir

Juan Villar-Mir de Fuentes

Josep Pique Camps

Tomás García Madrid

Javier López Madrid

Mónica de Oriol e Icaza

Juan Luis Osuna Gómez

Joaquín García-Quirós Rodríguez
for
Saarema Inversiones, S.A.

Luis Solera Gutiérrez

Alberto Terol Esteban

Silvia Villar-Mir de Fuentes

Álvaro Villar-Mir de Fuentes

Daniel García-Pita Pemán
(Non-Director Secretary
of the Board of Directors)

Waiver Request



Identification

Reference Number: 22033507
Agency Reference Number: THA - I-13-4607
Agency: THA - Toll Highway Authority
Title: THA - 4607 - Elgin/O'Hare Expressway@I-290 Interchange Reconstruction
Status: Granted
Notice Type: Contract Award Notice
Notice Expiration Date: 08/07/2014

Comments

History

Waiver Request document created on 7/24/2014 11:47:10 AM for Notice of type: Contract Award Notice.
Waiver granted by Joshua Floyd on 7/25/2014 9:52:40 AM