RESOLUTION NO. 21825

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-18-4446 for Retaining Wall Construction, Grading and Shoulder Rehabilitation, on the Tri-State Tollway (I-294) from Mile Post 31.5 (Canadian National Railroad) to Mile Post 34.9 (Grand Avenue). The lowest responsive and responsible bidder on Contract No. I-18-4446 is Judlau Contracting, Inc. in the amount of $12,387,295.13.

Resolution

Contract No. I-18-4446 is awarded to Judlau Contracting, Inc. in the amount of $12,387,295.13, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _[redacted]

Chairman

RETURN WITH BID

ORIGINAL

CONTRACT I-18-4446

IMPORTANT
BID ADDENDUM
ENCLOSED

RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

TRI-STATE TOLLWAY (I-294)
MILE POST 31.5 TO MILE POST 34.9

Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

CN_Tollway_PDK_4446Contract Requirements Vol 1_07162019

03.4446.01.04

ADDENDUM NO. 3
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4446
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: May 22, 2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 a.m. local time, **May 30, 2019**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The Schedule of Prices pages are included with this Addendum and must be inserted into the Contract Proposal by the Bidder. The P-Pages contain the following revised pages:

   P-Pages: P-8RR, P-9RR, P-14RR

2. The following revised Special Provision pages are included with this Addendum:

   Volume II: i-RR, iv-RR, J-5RR, J-37RR, J-72R, J-73R, J-232R

3. The following revised Contract Drawings are included with this Addendum:

   Drawings: 23, 24, 102, 151, 152, 222, 360

4. The following new Contract Drawings are included with this Addendum:

   Drawings: 51A

5. The following Contract Drawings will be issued to the successful Bidder:

   Volume 1, Drawings 13-18, 98-101, 103-105

6. 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						
SP. PROV.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
	60255500	MANHOLES TO BE ADJUSTED	EACH	0	+1	1
	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	0	+150	150
	78005100	EPOXY PAVEMENT MARKING – LETTERS AND SYMBOLS	SQ FT	271	-271	0
	78005110	EPOXY PAVEMENT MARKING – LINE 4"	FOOT	40,437	-26,799	13,638
	78005150	EPOXY PAVEMENT MARKING – LINE 12"	FOOT	760	-760	0
	78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	0	+271	271
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	0	+25,961	25,961
	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	0	+838	838
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	0	+704	704
	78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	0	+28	28
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	0	+312	312
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	4,601	+137	4,738
*	JI706282	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	22	-2	20
*	JI782022	BARRIER WALL REFLECTORS,TYPE C	EACH	726	12	738

* Indicates Special Provision

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #1

Contract Requirements, Volume I, Replace Page P-8R, P-9R, P-14R with Pages P-8RR, P-9RR, P-14RR (attached).

This replacement contains the following revision:

1.1 The quantities for the various pay items were revised as listed in the Summary of Revisions to Pay Items Quantities table above.

Change #2

Contract Requirements, Volume II, Replace Pages i-R, i-vR with i-RR, iv-RR (attached).

This replacement contains the following revision:

2.1 The table of contents has been revised to reflect changes included with this addendum and described herein.

Change #3

Contract Requirements, Volume II, replace page J-5R with J-5RR (attached).

This replacement contains the following revision:

3.1 Revised S.P. 103.4 work to be completed for Interim Completion Date.

Change #4

Contract Requirements, Volume II, replace page J-37R with J-37RR (attached).

This replacement contains the following revision:

4.1 Removed Preformed Joint Filler, Cement Flat Head Nails and 6" Hollow Bulb Dumbbell Type, Nonmetallic Water Seal used in expansion joints in the concrete cap as incidental work for pay item JI599007.

Change #5

Contract Requirements, Volume II, replace pages J-72, J-73 with J-72R, J-73R (attached).

These replacements contain the following revision:

5.1 Removed Special Provision for UNCONTAMINATED SOIL DISPOSAL (ILLINOIS TOLLWAY).

Change #6

Contract Requirements, Volume II, replace page J-232 with J-232R (attached).

This replacement contains the following revision:

6.1 Added line, "e. Soil Nail retaining walls" under General Requirements.

CHANGES TO THE CONTRACT DRAWINGS

Change #7
Contract Plans, Drawings 13-18
Summary of Quantities

These drawings contain the following revisions:
7.1 Revised various quantities as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.
7.2 The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
Note: The Schedule of Prices overrides the Summary of Quantities.

Revised drawings will be issued to the successful bidder.

Change #8
Contract Plans, Drawings 23, 24 (attached)
Schedule of Quantities

These drawing contain the following revision:
8.1 Revised schedules for quantity revisions.
8.2 Added note stating "Furnish and Install Temporary Concrete Barrier, to Remain in Place, should be anchored."

Change #9
Contract Plans, Drawings 51A (attached)
Plat of Highways

This new drawing contains the following revision:
9.1 Added Plat of survey for Parcel TW-7-16-083.

Change #10
Contract Plans, Drawings 98-101
MOT – County Line Road

These drawing contain the following revisions:
10.1 Added Temporary Raised Reflective Pavement Marker.
10.2 Revised legend to replace Epoxy Pavement Marking with Modified Urethane Pavement Marking.
10.3 Added call outs for temporary raised reflective pavement markers in various locations on plans.
10.4 Revised call outs for pavement marking – line 4" to pavement marking – line 6" in various locations on plans.
10.5 Added changeable message signs at North Avenue and Grand Avenue.

Revised drawings will be issued to the successful bidder.

Change #11
Contract Plans, Drawing 102 (attached)
MOT – County Line Road

This drawing contains the following revisions:
11.1 Connected temporary concrete barrier from Sta 54+44.25 to Sta 56+84.60 and revised quantity.
11.2 Removed 2 impact attenuators and revise quantity.
11.3 Revised legend to replace Epoxy Pavement Marking with Modified Urethane Pavement Marking.
11.4 Added call outs for temporary raised reflective pavement markers in various locations on plans.

Change #12
Contract Plans, Drawings 103-105
MOT – County Line Road

These drawings contain the following revisions:
12.1 Added Temporary Raised Reflective Pavement Marker.
12.2 Revised legend to replace Epoxy Pavement Marking with Modified Urethane Pavement Marking.
12.3 Added call outs for temporary raised reflective pavement markers in various locations on plans.
12.4 Revise call outs for pavement marking – line 4" to pavement marking – line 6" in various locations on plans.
12.5 Added changeable message signs at North Avenue and Grand Avenue.

Revised drawings will be issued to the successful bidder.

Change #13
Contract Plans, Drawing 151, 152 (attached)
ComEd Access Plan

These drawings contain the following revisions:
13.1 Connected temporary concrete barrier from Sta 54+44.25 to Sta 56+84.60 and revise quantity.
13.2 Removed 2 impact attenuators and revise quantity.

Change #14
Contract Plans, Drawing 222 (attached)
Drainage and Erosion Control Plan

This drawing contains the following revision:
14.1 Revised note for Manhole to be pay item for Buried to Manholes to be Adjusted at EX County Line Road Sta 48+00, 15' LT.

Change #15
Contract Plans, Drawing 360 (attached)
Retaining Wall TS32.77R,SB

This drawing contains the following revision:
15.1 Revised Detail A and Notes to include Note 5 stating that size and spacing of reinforcement bars and shear stud connectors to be determined by the contractor.
15.2 Revised top of the retaining wall and concrete cap elevation from 671.00 to 670.00 in Detail A.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2,702		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	976		
*	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10		
*	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	15		
*	20200100	EARTH EXCAVATION	CU YD	19,265		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,500		
*	20400100	BORROW EXCAVATION	CU YD	22,000		
	20400800	FURNISHED EXCAVATION	CU YD	11,995		
	20800150	TRENCH BACKFILL	CU YD	1,039		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	142		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	425		
	28200200	FILTER FABRIC	SQ YD	238		
*	30201500	LIME	TON	322		
	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	31,303		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	443		
*	50100300	REMOVAL OF EXISTING STRUCTURES NO. 1	EACH	1		
*	50100400	REMOVAL OF EXISTING STRUCTURES NO. 2	EACH	1		
	50102400	CONCRETE REMOVAL	CU YD	16		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	4		
	50105220	PIPE CULVERT REMOVAL	FOOT	66		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50200100	STRUCTURE EXCAVATION	CU YD	480		
	50300225	CONCRETE STRUCTURES	CU YD	241		
	50300300	PROTECTIVE COAT	SQ YD	110		
	50500505	STUD SHEAR CONNECTORS	EACH	852		
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	31,700		
	50901760	PIPE HANDRAIL	FOOT	428		
	51201900	FURNISHING STEEL PILES HP14X89	FOOT	40		
	51202305	DRIVING PILES	FOOT	40		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	396		
	52200100	FURNISHING SOLDIER PILES (HP SECTION)	FOOT	1,449		
	52200105	FURNISHING SOLDIER PILES (W SECTION)	FOOT	1,571		
	52200150	DRIVING SOLDIER PILES	FOOT	1,449		
	52200200	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	CU FT	11,141		
	52200250	UNTREATED TIMBER LAGGING	SQ FT	3,351		
	52200255	TREATED TIMBER LAGGING	SQ FT	4,581		
	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2		
	5422A012	PIPE CULVERTS, CLASS A, TYPE 2 12" (TEMPORARY)	FOOT	130		
	5422A015	PIPE CULVERTS, CLASS A, TYPE 2 15" (TEMPORARY)	FOOT	87		
	5422A024	PIPE CULVERTS, CLASS A, TYPE 2 24" (TEMPORARY)	FOOT	156		
	542A0217	PIPE CULVERTS, CLASS A, TYPE 1, 12"	FOOT	196		
	542A0223	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	191		
	542A0229	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	70		
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	49		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	211		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	256		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	517		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	36		
	55100500	STORM SEWER REMOVAL 12"	FOOT	33		
	55100900	STORM SEWER REMOVAL 18"	FOOT	203		
*	56400710	FIRE HYDRANT AND VALVE (SPECIAL)	EACH	1		
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	737		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60100060	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	2		
*	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
*	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
	60255500	MANHOLES TO BE ADJUSTED	EACH	1		
	60500040	REMOVING MANHOLES	EACH	2		
	60500060	REMOVING INLETS	EACH	1		
	63100041	TRAFFIC BARRIER TERMINAL, TYPE 1B	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	95		
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	100		
	64200116	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	2,293		
	66400105	CHAIN LINK FENCE, 4'	FOOT	1,928		
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	4,785		
	66900450	SPECIAL WASTE PLANS AND REPORTS	LSUM	1		
	66900530	SOIL DISPOSAL ANALYSIS	EACH	35		
	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	150		
	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	190,676		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	687.5		
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	450		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	5		
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	2		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	13,638		
	78005120	EPOXY PAVEMENT MARKING - LINE 5"	FOOT	812		
	78005130	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	4,613		
	78005140	EPOXY PAVEMENT MARKING - LINE 8"	FOOT	2,045		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	4,177		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	840		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	846		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	70		
	78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	271		
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	25,961		
	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	838		
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	704		
	78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	28		
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	312		
	78100300	REPLACEMENT REFLECTOR	EACH	1,685		
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	32		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0325201	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	340		
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1		
BDE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	4,722		
*	X5500452	STORM SEWER 12" (SPECIAL)	FOOT	300		
*	X5500458	STORM SEWER 18" (SPECIAL)	FOOT	742		
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	646		
*	X5610660	WATER MAIN TO BE ABANDONED 10"	FOOT	623		
*	X5610710	WATER MAIN REMOVAL 10"	FOOT	35		
*	X6020084	MANHOLE, SPECIAL	EACH	1		
*	X6026622	VALVE VAULTS TO BE REMOVED	EACH	2		
*	X6431120	REMOVE IMPACT ATTENUATOR SAND MODULE	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
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TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X6640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	1,189		
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
D1	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	10		
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	1,244		
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	1		
D1	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	500		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	802		
*	JA999955	AGGREGATE ACCESS ROAD	TON	7,523		
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,095		
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	4,750		
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	1,100		
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	1,000		
*	JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	18,781		
*	JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	2,841		
*	JI251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	4,657		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI282010	SUBGRADE FILTER FABRIC	SQ YD	25,059		
*	JI406107	ASPHALT TACK COAT	POUND	23,878		
*	JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	3,501		
*	JI440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	2,349		
*	JI440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	18,654		
*	JI482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	19,777		
*	JI485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	1,798		
*	JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	SQ FT	17,383		
*	JI602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI602200	CATCH BASINS, TYPE A, 4'-DIAMETER, SPECIAL	EACH	2		
*	JI602208	CATCH BASINS, TYPE A, 5'-DIAMETER, SPECIAL	EACH	2		
*	JI606010	GUTTER, TYPE G-2	FOOT	1,150		
*	JI606020	GUTTER, TYPE G-3	FOOT	446		
*	JI630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL,TYPE A, 6 FOOT POSTS	FOOT	1,225.0		
*	JI631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	22		
*	JI637012	CONCRETE BARRIER TRANSITION	FOOT	70		
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	1,654		
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4		
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	9		
*	JI664330	SINGLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4		
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	4,896		
*	JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	497		
*	JI680102	SLOPED HEADWALL TYPE I, 12"	EACH	1		
*	JI680121	SLOPED HEADWALL TYPE III, 12", 1:3	EACH	3		
*	JI680123	SLOPED HEADWALL TYPE III, 18", 1:3	EACH	2		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI680125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	7		
*	JI680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	1		
*	JI680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	1		
*	JI680148	SLOPED HEADWALL TYPE III, 15", 1:10	EACH	1		
*	JI704000	TEMPORARY CONCRETE BARRIER	FOOT	5,275		
*	JI704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	300		
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	4,738		
*	JI706282	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	20		
*	JI725000	TERMINAL MARKER - DIRECT APPLIED	EACH	4		
*	JI782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	18		
*	JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	738		
*	JI900100	CONCRETE COLLAR	EACH	2		
**	JS107360	DUST CONTROL WATERING	UNIT	1,090		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	275		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	5		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	49		
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	67		
**	JS121101	DRILL AND GROUT DOWEL BARS AND ANCHOR RODS	EACH	12		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	12		
**	JS280040	EROSION AND SEDIMENT CONTROL CLEAN-OUT	CU YD	769		
**	JS280050	SILT FENCE	FOOT	8,270		
**	JS280051	RE-ERECT SILT FENCE	FOOT	426		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3,900		
**	JS280100	SUPER SILT FENCE	FOOT	27		
**	JS280140	TEMPORARY RIPRAP	TON	307		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	2,765		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	7		
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	28		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	6		
**	JS280220	SEDIMENTATION BASIN DEWATERING DEVICE	FOOT	60		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,055		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	13		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	500		
**	JS836003	LIGHT POLE FOUNDATION (ROADWAY) CONCRETE	EACH	3		
*	JT160176	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE	FOOT	523		
*	JT160178	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE, IN TRENCH	FOOT	985		
*	JT201008	CLEARING	ACRE	1.2		
*	JT202020	EXCAVATION OF EXISTING GRANULAR SUBBASE	CU YD	1,555		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	3.50		
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	1.25		
*	JT250446	SEEDING, GRASS-FORB MIX 2 (SPECIAL)	ACRE	0.25		
*	JT250491	SEEDING, WET DETENTION MIX (SPECIAL)	ACRE	0.75		
*	JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	252		
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	881		
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	5,314		
*	JT546000	TELEVISION INSPECTION OF SEWER	FOOT	646		
*	JT570P21	PERFORMANCE BASED RETAINING WALL, NO. 1	SQ FT	11,733		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	190		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	156		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	93		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	39		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	65		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	47		
*	JT703104	LATE SEASON TEMPORARY PAVEMENT MARKING, 4"	FOOT	32,664		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT703106	LATE SEASON TEMPORARY PAVEMENT MARKING, 6"	FOOT	26,465		
*	JT703110	LATE SEASON TEMPORARY PAVEMENT MARKING, 10"	FOOT	251		
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	108,136		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	26,368		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	1,292		
*	JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	3,558		
*	JT900521	EMBANKMENT MODIFICATION	CU YD	5,500		
					TOTAL AMOUNT OF CORE WORK	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$230,000.00	$230,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	50,000	$1.00	$50,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	$1.00	$50,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	100,000	$1.00	$100,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	75,000	$1.00	$75,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	50,000	$1.00	$50,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	50,000	$1.00	$50,000.00
*	JT154045	CONTRACT ALLOWANCE FOR COLD WEATHER PAVEMENT MARKINGS	UNIT	50,000	$1.00	$50,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	$1.00	$100,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	50,000	$1.00	$50,000.00
*	JT154116	ALLOWANCE FOR UTILITY LINE PROTECTION	UNIT	10,000	$1.00	$10,000.00
*	JT154165	ALLOWANCE FOR UTILITY RELOCATION	UNIT	75,000	$1.00	$75,000.00
*	JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	20,000	$1.00	$20,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(8,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(8,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(12,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
		TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)				910,000.00
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				
		BID CREDIT				
		AWARD CRITERIA				

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT 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. The Contractor should leave the unit price value blank.

VOLUME II

TABLE OF CONTENTS

SPECIAL PROVISION

S.P. NO.	DESCRIPTION	PAGE. NO.
S.P. 101	LOCATION AND SCOPE OF WORK	J-1R
S.P. 102	CONTRACT I-18-4446 INDEX OF DRAWINGS	J-2R
S.P. 103	CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES	J-5RR
S.P. 104	NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK	J-6R
S.P. 105	LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)	J-6R
S.P. 106	COOPERATION WITH UTILITIES AND OTHERS	J-7R
S.P. 107	INSURANCE	J-17R
S.P. 108	INDEMNIFICATION	J-35
S.P. 109	WORKING HOURS AND PROSECUTION OF THE WORK	J-35
S.P. 110	LIST OF INCIDENTALS TO THE PAY ITEMS	J-35RR
S.P. 111	EROSION AND SEDIMENT CONTROL	J-38
S.P. 112	QUALIFIED PRODUCTS	J-62
S.P. 113	RESERVED	J-63
S.P. 114	DELIVERY OF SALVAGEABLE MATERIAL TO THE ILLINOIS TOLLWAY	J-63
S.P. 115	ILLINOIS TOLLWAY OPERATIONAL FACILITIES (PROCEDURES, PROTECTION, AND LIQUIDATED DAMAGES)	J-64
S.P. 116	APPROVING A PART OR PORTION OF THE WORK FOR BENEFICIAL USE	J-67
S.P. 117	RESERVED	J-67
S.P. 118	RIGHT-OF-WAY	J-67
S.P. 119	AVAILABLE GEOTECHNICAL INFORMATION	J-68R
S.P. 120	AVAILABLE REPORTS	J-68
S.P. 121	ELECTRONIC DATA FILES AVAILABLE	J-69
	TREE REMOVAL (ILLINOIS TOLLWAY)	J-71
	TREE PRUNING	J-71A
	UNCONTAMINATED SOIL DISPOSAL (ILLINOIS TOLLWAY)	J-72R
	EARTH AND ROCK EXCAVATION (ILLINOIS TOLLWAY)	J-74
	MCMASTER-CARR SUPPLY COMPANY BORROW SITE	J-75A
	EMBANKMENT MODIFICATION	J-75C
	FIRE HYDRANT AND VALVE (SPECIAL)	J-76
	INTENTIONALLY LEFT BLANK	J-79R
	SHOULDER RUMBLE STRIP REMOVAL	J-80
	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	J-81
	INTENTIONALLY LEFT BLANK	J-82 R

GRANULAR SUBBASE, SPECIAL (ILLINOIS TOLLWAY) J-226
APPLY CONCRETE SEALANT (ILLINOIS TOLLWAY GBSP) J-228
TELEVISION INSPECTION OF SEWER (ILLINOIS TOLLWAY) J-230
PERFORMANCE BASED RETAINING WALLS (CTS) (WITHOUT MOMENT SLAB) ..... J-232 R
SUPPLEMENTAL TRAFFIC CONTROL DEVICES (ILLINOIS TOLLWAY) J-243
SUPPLEMENTAL MAINTENANCE OF TRAFFIC (ILLINOIS TOLLWAY) J-245
LATE SEASON TEMPORARY PAVEMENT MARKINGS (ILLINOIS TOLLWAY) J-246
PAVEMENT MARKING AND MARKER REMOVAL (ILLINOIS TOLLWAY) J-247
TEMPORARY CONSTRUCTION FENCE J-249R
WARRANTY (ILLINOIS TOLLWAY) J-250
FORM LINER SIMULATED LIMESTONE SURFACE AND FORM LINER MOCKUP (CTS) J-252
EMBANKMENT ..... J-259 A
RECLAIMED ASPHALT PAVEMENT (RAP) (ILLINOIS TOLLWAY) J-260
RECLAIMED ASPHALT SHINGLES (RAS) (ILLINOIS TOLLWAY) J-271
FINE AGGREGATE FOR ASPHALT MIXTURES (ILLINOIS TOLLWAY) J-280
EPOXY COATING ON REINFORCEMENT (ILLINOIS TOLLWAY) J-281R
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (ILLINOIS TOLLWAY) J-282
STEEL AND IRON PRODUCTS (ILLINOIS TOLLWAY) J-283
DEMOLITION OF STRUCTURES (ILLINOIS TOLLWAY GBSP) J-284
RESTORATION OF WORK AREAS (TREE REMOVAL PLANS) J-288A

IDOT RECURRING SPECIAL PROVISIONS

RECURRING SPECIAL PROVISIONS CHECK SHEET RECURR-1

BDE SPECIAL PROVISIONS

PAVEMENT MARKING REMOVAL (BDE) BDE-1
TEMPORARY PAVEMENT MARKING (BDE) BDE-2
EQUIPMENT PARKING AND STORAGE (BDE) BDE-5
LIGHTS ON BARRICADES (BDE) BDE-6
TRAFFIC CONTROL DEVICES - CONES (BDE) BDE-7
TRAFFIC SPOTTERS (BDE) BDE-8

GUIDE BRIDGE SPECIAL PROVISIONS

PIPE UNDERDRAINS FOR STRUCTURES GBSP-1

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-18-4446 on or before 11:59 p.m. on **May 1, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all roadway and bridge work, shoulder work, installation of permanent pavement markings, and establishment of the traffic lanes to the final proposed traffic lane configuration such that permanent lane closures are no longer required under this Agreement for the performance of Contract I-18-4446 on or before 11:59 p.m. on **April 2, 2020**.

S.P. 103.3 INTERIM COMPLETION DATE

In order to allow sufficient time for Contract I-18-4438 Temporary ITS Fiber Relocation, the Contractor shall have completed all tree removal and tree pruning activities, with the exception of tree removal and tree pruning associated with Access Site No. H1, on or before 11:59 p.m. on **August 30, 2019.**

S.P. 103.4 INTERIM COMPLETION DATE

The Contractor shall have completed all the resurfacing items and final pavement markings on County Line Road and shall have completed the pre-grading activities, including but not limited to: Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **October 4, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #1D
- ComEd Tower #2D
- ComEd Tower #3D
- ComEd Tower #7D
- ComEd Tower #8D
- ComEd Tower #9D
- ComEd Tower #10D
- ComEd Tower #11D
- ComEd Tower #12D
- ComEd Tower #13D
- ComEd Tower #14D
- ComEd Tower #15D

S.P. 103.5 INTERIM COMPLETION DATE

In order to allow sufficient time for ComEd to install critical path transmission towers, the Contractor shall have completed all pre-grading activities, including but not limited to: County Line Road Improvement, Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **November 15, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #4D
- ComEd Tower #5D
- ComEd Tower #6D

550A0120 550A0340 550A0360 550A0380 550A0450 X5500452 X5500458	STORM SEWERS	Connection of existing storm sewers to proposed drainage structures.
60218400 60224446 60224459 JI602115 JI680121 JI680125 JI680135 JI680142 JI680148	DRAINAGE STRUCTURES FOR STORM SEWER SYSTEMS HEADWALL AND SLOPEWALL	Whenever, during construction operations, any loose material is deposited in the flow line of drainage structures such that the natural flow of water is constricted, it must be removed at the close of each work day. At the conclusion of construction operations, all drainage structures must be free from dirt and debris. Maintain drainage flows at all times during the performance of the work. Methods used by the Contractor shall be subject to the approval of the Engineer. Connection of proposed end treatments or temporary drainage structures to existing storm sewers.
63200310	GUARDRAIL REMOVAL	Guardrail reflector marker removal.
JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	Drainage system as required by design.
JS280180 JS280210	INLET PROTECTION	Removing and reinstalling inlet protection devices to accommodate drainage structure adjustment

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PERFORMANCE BASED RETAINING WALLS (CTS) (WITHOUT MOMENT SLAB)

DESCRIPTION

This work shall consists of designing and constructing retaining walls at the locations shown on the plans, subsurface investigations, furnishing of materials, construction and completion in every detail of the work described in this contract for the retaining walls.

GENERAL REQUIREMENTS PERFORMANCE BASED OPTION

1. This work shall consist of the complete design, submittal of design drawings (Working Drawings), furnishing the materials, and constructing retaining walls at the locations shown on the Contract Plans (Plans) and in accordance with the requirements of the Plans, the Special Provisions, the Standard Specifications, and the accepted Contractor prepared Working Drawings. The wall designs may be innovative, aesthetically pleasing with functions and characteristics of the facility including, but not limited to, service life, reliability, economy of operation, ease of maintenance, any necessary standardized features, desired appearance and required design standards. Various types of walls may be considered for design. Types of alternate retaining walls that will not be allowed are:

    a. Mechanically Stabilized Earth (MSE) retaining walls.
    b. Wire faced MSE walls.
    c. Any non-faced reinforced retaining walls.
    d. Timber retaining walls.
    e. Soil Nail retaining walls.

2. In order to meet the performance based retaining wall material and manpower procurements, the Contractor may submit a revised maintenance of traffic (MOT) plan and progress schedule. Any revisions to the MOT plans shall be the responsibility of the Contractor. The Contractor shall be responsible for developing the Maintenance of Traffic (MOT) plan that provides the motoring public with safe travel conditions on the Illinois Tollway, interchange ramps and local roadways during the work period. The MOT plan shall be developed using the same lane, shoulder and emergency pull-out area constraints as shown in the plans and maintaining the contract completion date as set forth in the Illinois Tollway's S.P. 103 Contract Completion Date. The MOT plan shall include all required temporary drainage and any additional temporary pavements, including grading, as required. All work shall be performed in accordance with the Contract's Maintenance of Traffic Special Provision.

3. In addition to the complete design and preparation of Working Drawings for the retaining walls, this work shall include a soil exploration analysis and testing program as required for retaining wall design. A limited subsurface soil exploration and testing program has been conducted in the project area and the resulting soil boring logs are provided in the Contract Plans. The Contractor is responsible for obtaining any required geotechnical information at his own expense to satisfy the performance based design. All soil exploration and any soil remediation work (including any temporary earth retention system) required to construct the retaining walls shall be included in the wall cost.

4. This work shall also consist of all labor, materials, monitoring, and equipment necessary to construct the retaining walls. The retaining wall components include, but are not limited to, structure excavation, clearing and topsoil stripping, temporary excavation support, steel piles, metal shell piles, test piles, sheet piling, aggregate subbases or subgrades as identified on the retaining wall plans, gravity types, soldier pile and lagging, ground

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I-18-4446, RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

Date: May 22, 2019
Re: Request for Information Received from Plan Holders

JI706282 Temporary Impact Attenuators To-Remain-in-Place:

QUESTION #1
This item is a permanent unit identified as temporary pay item. Please confirm that the Tollway will assume responsibility, after installation, of the temporary attenuators to remain in place.

ANSWER #1
No. The Illinois Tollway will assume responsibility at the contract completion and after inspection of the temporary impact attenuator. From the start of the contract until it is transferred to the Illinois Tollway, it will be the responsibility of the contractor.

QUESTION #2
Please confirm repairs, if any, will be paid under pay item JT154008 Unforeseen Additional Maintenance of Traffic or Article 109.04 "Force Account" basis.

ANSWER #2
Repair of the attenuator from the start of the contract until the contract completion when the attenuator is transferred to the Illinois Tollway will be responsibility of the Contractor.

70600280 Temporary Impact Attenuators Severe Use:

QUESTION #3
Please confirm repairs, if any, will be paid under pay item JT154008 Unforeseen Additional Maintenance of Traffic or Article 109.04 "Force Account" basis or will JT154006 Temp Impact Atten Replacement/Repair and JT154007 Temporary Concrete Barrier Replacement/Realignment be added to the contract pay items?

ANSWER #3
Items JT154006 and JT154007 will not be added to the contract. The Temporary Concrete Barrier and the Temporary Impact Attenuator are the property of the Contractor, as such the repair and/or replacement is the responsibility of the contractor.

JI664400 ROW Fence Removal:

QUESTION #4
Please confirm that Pay Item JT900202 Temporary Construction Fence will be utilized for temporary fence in areas where ROW Fence has been removed.

ANSWER #4
The drawings include locations and associated pay items of fence installation related to ROW fence replacement. TEMPORARY CONSTRUCTION FENCE will not be utilized to supplement areas where existing ROW fence is called for removal. General Note 4 on Plan Sheet 4 refers to removal of fence for the Contractor's access. In this instance, any fence that is used to temporarily secure the site will not be measured for payment but the pay item FENCE TO BE REMOVED AND RE-ERECTED will be measured for payment. There are some locations where ROW fence will be removed and not replaced.

JI213004 Exploratory Trench (Hand Excav) and **JI213006 Exploratory Trench (Vacuum Excav)**:

QUESTION #5

Will these two pay items be utilized in the event that a conflict becomes known during a normal utility locate for the ROW Fence and/or Guardrail, or will this work be paid on a force account basis?

ANSWER #5
The pay items: EXPLORATORY TRENCH, UTILITIES (HAND EXCAVATION) and EXPLORATORY TRENCH, UTILITIES (VACUUM EXCAVATION) will be utilized.

Item JI664330 Single Vehicle Gate:

QUESTION #6
Per ISTHA Standard, a Double Vehicle gate is 20'. Is it correct to assume that the Single Vehicle Gate will be 10' in total width? Please confirm width of each gate opening.

ANSWER #6
The intent is to have the gate opening be 20' to allow vehicle access. See tollway standard D1-05 showing opening as 20' or as shown on the plans.

JI664320 End Post ROW Fence TY 1:

QUESTION #7
Please confirm that each gate post will be paid under JI664320 End Post ROW Fence Ty 1 as indicated in the plans. See plan sheet 122 for the way two gates are described.

ANSWER #7
Each end post is to be paid as JI664320.

X6640535 CL Fence Att To Str:

QUESTION #8
Please confirm that the Chain Link Fence Attached to Structure Posts will need to be fabricated by an AISC Certified Shop.

ANSWER #8
All fabrication shall be per Article 505.04 of the standard specifications. This has been added as Note D on Drawing 360 via Addendum No. 2.

QUESTION #9
Per note 2 on plan sheet 360/SC-06, relating to expansion joints. Will the fence 'start and stop' at all the expansion joints, or will the fence run continuously through/over the expansion joints?

ANSWER #9
Fence shall be continuous over expansion joints. Note 2 has been revised to include this information via Addendum No. 2.

50901760 Pipe Handrail:

QUESTION #10
Base plate detail suggests that the handrail is galvanized. Please confirm?

ANSWER #10
Note in parenthesis under PARTIAL ELEVATION – ELEVATION states railing shall be according to section 509 of the Standard Specifications and per article 509.05 all rail elements are to be galvanized. This will be added as Note 1. on Drawing 349 via Addendum No. 2.

QUESTION #11
The handrail detail appears extra heavy duty for a railing positioned behind a noise wall. Please confirm the use of 3" Nominal (3-1/2" OD), 2 ½" Nominal (3" OD) Posts and 2" Nominal (2 3/8" OD) Horizontal rails.

ANSWER #11
The rail and post sizes are per Central Tri-State Base Sheet STR BS027.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I-18-4446, RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

Date: May 22, 2019
Re: Request for Information Received from Plan Holders

JI630002 Galvanized Steel Plate Beam Guardrail:

QUESTION #12
The guardrail layout/configuration on Plan Sheet 135 / RDY-21 and 136 / RDY-22 shows kink points in the guardrail, which is not possible- please provide a detail on what specifically needs to happen with the guardrail ate each kink point.

ANSWER #12
The detail has been added on Sheet 160A via Addendum No. 2.

QUESTION #13
Please provide the structural geotechnical engineering report for Retaining Wall TS32.77R, SB, Performance Based Retaining Wall No. 1.

ANSWER #13
A structural geotechnical engineering report for Retaining Wall TS32.77R, SB, Performance Based Retaining Wall No. 1, is not available. SGR requirements for this wall are covered in the Special Provision PERFORMANCE BASED RETAINING WALLS (CTS) (WITHOUT MOMENT SLAB). Also see Answer #14

QUESTION #14
The special provision for the Performance Based Retaining Wall indicates a Geotechnical Consulting Firm will need to be retained by the Contractor to perform additional soil exploration testing and analysis as required. If a traditional wall type is selected by the Contractor, will additional soil data/reporting (borings, geotechnical report, etc.) be required for approval of the proposed wall design or will the existing soil boring data and geotechnical information be sufficient?

ANSWER #14
The Contractor/Geotechnical Consulting Firm is required to perform any geotechnical investigations required to appropriately design the retaining wall. In addition, the Contractor/Geotechnical Consulting Firm is required to submit all geotechnical reports consisting of the subsurface investigation, laboratory testing, geotechnical evaluation and soil logs used to characterize the site soil and groundwater conditions to provide the foundation recommendations for the design of the wall.

QUESTION #15
Special provision for the Performance Based Retaining Wall, section 5.d, states that the Illinois Tollway's General Engineering Consultant, the Owner's Representative, the Program Management Office, the Design Section Engineer, the Design Corridor Manager, the Corridor Construction Manager and the Construction Manager firms and their Sub-Consultants shall be excluded as the Design and Geotechnical Consulting Firms. Please provide a list of these firms that are excluded from being "designer of record" for the Performance Based Wall.

ANSWER #15
Illinois Tollway's General Engineering Consultant (GEC): WSP, Knight E/A
Owner's Representative (OR): Omega
Program Management Office (PMO): HNTB
Design Section Engineer (DSE): Jacobs, Peralte-Clark, ABNA, AEG, Primera, 2im group, Ardmore Roderick, RME, HBK, Benesch.
Design Corridor Manager (DCM): AECOM
Corridor Construction Manager (CCM): Omega
Construction Manager (CM): Gonzalles

QUESTION #16
S.P. 110 has items listed as incidental (concrete cap) to the Temporary Soil Retention System to remain in Place. No cast-in-place concrete cap is shown for any of the TSRS walls. Please confirm that no caps are needed at these walls.

ANSWER #16
Concrete caps are not needed for any of the TSRS walls in this contract. S.P. 110 has been revised via Addendum No. 3.

QUESTION #17
At Retaining Wall TS32.10R, the Geocomposite Wall Drain is shown (Sheet SA-11) with the wall drain behind the lagging. Is this correct?

ANSWER #17
Yes, this is correct due to the concrete face not being placed on the wall under this contract.

QUESTION #18
The concrete cap for Retaining Wall TS32.77R (Sheet SC-06) does not show bar sizes for the cap. Please provide bar sizes.

ANSWER #18
Per the Performance Based Retaining Wall Special Provision, it states that this work shall consist of the complete design, submittal of design drawings, furnishing and constructing the walls as shown in the contract plans. Item 4 under General Requirements says that the retaining wall components shall include but not be limited to structure excavation,....,reinforced concrete, reinforced concrete cap,..., etc. and thus, the design and detailing of the cap is included in the work.

QUESTION #19

Special Provision 121 states that there are electronic data files available on the online plan room. However, there are no electronic data files currently available. Please provide the files listed in Special Provision 121.

ANSWER #19
Files are now available in the online plan room.

QUESTION #20
Special Provision 119 states that the geotechnical reports are available on the online plan room. However, there are no reports are currently available. Please provide the reports listed in Special Provision 119.

ANSWER #20
Files are now available in the online plan room.

QUESTION #21
In the Performance Based Retaining Wall special provision it states that "c. Any non-faced reinforced wall retaining wall" will not be allowed. Please clarify if the entire face must be concrete.

ANSWER #21
Yes, with the exception of a sheet pile wall or soldier pile with precast panels wall. All exposed steel shall meet the requirements of the Illinois Tollway Structure Design Manual.

QUESTION #22
Please provide the structural geotechnical engineering report for Retaining Wall TS32.77R, SB, Performance Based Retaining Wall No. 1

ANSWER #22
A structural geotechnical engineering report for Retaining Wall TS32.77R,SB is not available. See answers #13 and #14.

QUESTION #23
When is Permanent retaining wall TS31.97 at tower 26 scheduled? It is missing on the suggested progress schedule. Can it be done with the one at Tower 25D?

ANSWER #23
Permanent retaining wall TS31.97 can be scheduled any time after the Berkley Permit is secured.

QUESTION #24
SP-118 RIGHT-OF-WAY lists parcel TW-7-16-083 as not being available until 02/28/2020. This parcel is not included in the various Plat of Highways drawings. Where is this parcel located?

ANSWER #24
Drawing 51A with the Parcel Plat for TW-7-16-083 is included in this addendum.

QUESTION #25
SP-118 RIGHT-OF-WAY lists parcel TW-7-16-001 with a projected acquisition date of 11/1/2019. Per SP 103.4 , the Interim Completion Date for Towers 4D-6D(located in parcel TW-7-16-001) is 11/15/2019. Please confirm that we will only have two weeks to complete the required work at ComEd Towers 4D, 5D, & 6D.

ANSWER #25
Confirmed. Required work at ComEd Towers 4D, 5D & 6D can proceed as soon as the parcel becomes available, with the latest parcel acquisition date of 11/1/2019.

QUESTION #26
In Addendum 2 (page 1 of 16, note 3) pages J-194R through J-198-R of the Special Provision are missing from the addendum.

ANSWER #26
Pages J-194 R through J-198 R are reduced to page J-194R of Addendum 2 with a note stating:

Intentionally Left Blank
J-194 R Through J-198 R
Next Sheet is J-199

QUESTION #27
How many trains go by each day? This directly affects any work at Tower 16 and 17.

ANSWER #27
According to the FRA Inventory report available, UPRR traffic at Tollway Bridge Number 229/230 includes 32 trains from 6 AM to 6 PM and 30 trains from 6 PM to 6 AM and at Bridge Number 231/232 there is 1 train per week. The number of daily trains may vary.

QUESTION #28
The CAD files and geotechnical and Geotechnical Report have NOT been posted in the Online Plan room yet.

ANSWER #28
Files are now available in the online plan room.

QUESTION #29
In the Performance-Based Retaining Wall specification is the notation of types of unacceptable walls:

c. Any non-faced reinforced retaining walls. (page J-232)

Please clarify the intent of this wording.

ANSWER #29
The intent of this wording is to ensure that the chosen wall type includes a concrete facing. However, a sheet pile wall or soldier pile wall with precast panels does not require a concrete facing.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I-18-4446, RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

Date: May 22, 2019
Re: Request for Information Received from Plan Holders

QUESTION #30
Please confirm that a sheet pile wall, similar to what is shown in the plans, is acceptable. (sheet SC-06, drawing #360)

ANSWER #30
A sheet pile wall is acceptable. All exposed steel shall meet the requirements of the Illinois Tollway Structure Design Manual.

QUESTION #31
Is there nonspecial waste soil analysis done for this project? Who will provide the 662 and 663? Will the topsoil disposal quantity have to be removed as nonspecial waste as well? Has the material been determined to be A-1,2,3,4 or 5 where we can reuse the material onsite, or do specific locations have to be hauled off to a subtitle "D" facility?

ANSWER #31
Nonspecial waste soil analysis has not been performed for this project. 662 and/or 663 will be the responsibility of the contractor. Disposal of topsoil is specified within TOPSOIL AND COMPOSITE (ILLINOIS TOLLWAY) specification with the Surplus Topsoil section. Given soil analysis has not been performed, soil classification has not been determined. See earthwork summary table for assumed material handling assumptions. The results of the soil analysis will determine the suitability of reuse of materials onsite. A specific subtitle "D" facility has not been specified within the contract documents.

QUESTION #32
There are construction entrances shown on the project, at various locations. Are these to be removed at the end of the project? Are we required to put in Ca-3 stone, as a pickup truck/car cannot drive through the Ca-3 and will be very dangerous to ingress the Tollway or 290? Ca-3 has no fine in it, so a pickup truck/car just sinks and spins their tires.

ANSWER #32
Each STABILIZED CONSTRUCTION ENTRANCE location will be evaluated by the Engineer at the end of the contract to determine if it will be removed or remain. Work by others that may have already occurred and work by others that is in the near future will determine the status of each entrance. Per the Tollway Supplemental Specification to the IDOT Standard Specifications, C-3 is required.

ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4446
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: May 8, 2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 a.m. local time, **May 30, 2019**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Revised Advertisement Page A-1R accompanies this Addendum and must be inserted into the Contract Proposal by the Bidder. Replace A-1R with the attached page A-1RR.

2. The following revised Schedule of Prices pages are included with this Addendum and must be inserted into the Contract Proposal by the Bidder: P-5R through P-21R. The P-Pages contain the following revised pages:

   P-Pages: P-5R, P-6R, P-8R, P-9R, P-10R, P-11R, P-12R, P-13R, P-14R, P-15R, P-16R, P-18R, P-19R, P-21R

3. The following revised Special Provision pages are included with this Addendum:

   Volume II: iR, iiR, iiiR, ivR, vR, J-1R, J-2R, J-3R, J-4R, J-5R, J-6R, J-7R, J-9R, J-10R, J-13R, J-16R, J-17R, J-36R, J-37R, J-68R, J-79R, J-82R, J-83R, J-86R, J-93R, J-98R, J-109R through J-130R, J-144R, J-145R, J-146R, J-147R, J-150R, J-151R, J-157R J-159R, J-191R, J-193R, J-194R THROUGH J-198R, J-249R, J-281R, J-288R, D1-1R, D1-14R

4. The following new Special Provision pages are included with this Addendum:

   Volume II: J-13A, J-13B, J-16A, J-16B, J-16C, J-16D, J-16E, J-71A, J-71B, J-75A, J-75B, J-75C, J-75D, J-176A, J-208A, J-211A, J-259A, J-259B, J-259C, J-259D, J-288A

5. The following revised Contract Drawings are included with this Addendum:

   Drawings: 2, 3, 11, 12, 21, 23, 24, 26, 27, 28, 29, 30, 31, 32, 52, 54, 55, 57, 60-62, 71, 73-75, 115-120, 122, 127, 135, 136, 188, 193, 195, 239, 240, 248, 344, 349, 360, 388

6. The following new Contract Drawings are included with this Addendum:

   Drawings: 27A, 27B, 27C, 114A, 114B, 114C, 114D, 114E, 114F, 114G, 159A, 160A, 467A, 467B, 467C, 467D, 467E

7. The following Contract Drawings will be issued to the successful Bidder:

   Volume 1, Drawings 13 through 18, 53, 83-87, 168-170, 194, 226, 227, 230, 231
   Volume 2, Drawings 249—257

8. Minutes and sign-in sheet for the Optional Pre-Bid Meeting held on April 23, 2019 are included with this Addendum (4 pages).

9. Responses to Request for Information received from the Plan Holders are included in this Addendum.

10. The Geotechnical Reports listed in S.P.119 have been revised. Added Geotechnical reports related to the McMaster-Carr Borrow site. Geotechnical Reports are now available in the Online Plan Room.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1
Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder) and
Contract Requirements, Volume I, Advertisement, Replace Page A-1R with Page A-1RR (attached).

This replacement contains the following revisions:
1.1 Revised Contract start date from July 3, 2019 to August 5, 2019.
1.2 Revised Contract completion date from April 3, 2020 to May 1, 2020.

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES						
SP. PROV.	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	502	+2,200	2,702
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	77	+899	976
*	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	0	+10	10
*	20101350	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	0	+15	15
*	20400100	BORROW EXCAVATION	CU YD	0	+22,000	22,000
	20800150	TRENCH BACKFILL	CU YD	1111	-72	1,039
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	423	+2	425
*	30201500	LIME	TON	0	+322	322
	50200100	STRUCTURE EXCAVATION	CU YD	476	+4	480
*	60250400	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	3	-3	0
	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	231,982	-41,306	190,676
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	7	-2	5
	81028770	UNDERGROUND CONDUIT, COILABLE NONMETTALIC CONDUIT, 3" DIA.	FOOT	771	-771	0
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	9,194	-9,194	0
*	X1200044	TEMPORARY STORM SEWER 12"	FOOT	307	-307	0
*	X2010400	STUMP REMOVAL ONLY	UNIT	235	-235	0
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	303	-303	0
*	JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	21,617	-2,836	18,781
*	JI355121	WARM-MIX ASPHALT BASE COURSE, 9"	SQ YD	821	-821	0
*	JI406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80	TON	580	-580	0
*	JI406107	ASPHALT TACK COAT	POUND	14,802	+9,076	23,878
*	JI406410	WARM-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	619	-619	0

*	JI440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	1,478	-1,478	0
*	JI440015	HOT-MIX ASPHALT REMOVAL, VARIABLE DEPTH	SQ YD	4,911	-4,911	0
*	JI440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	2,050	+299	2,349
*	JI440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	24,607	-5,953	18,654
*	JI442724	CLASS D3 PATCHES, TYPE IV, 13 INCHES	SQ YD	1,100	-1,100	0
*	JI482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	25,730	-5,953	19,777
*	JI602010	CATCH BASIN, TYPE B	EACH	3	-3	0
*	JI630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL,TYPE A, 6 FOOT POSTS	FOOT	1,488	-263	1,225
*	JI631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	4	+18	22
*	JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	0	+497	497
*	JI704000	TEMPORARY CONCRETE BARRIER	FOOT	11,100	-5,825	5,275
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	6,189	-1,588	4,601
*	JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	1,190	-464	726
**	JS107360	DUST CONTROL WATERING	UNIT	815	+275	1,090
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	24	-12	12
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	2,577	+1,323	3,900
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	47	-19	28
**	JS814002	HEAVY-DUTY HANDHOLE, TOLLWAY	EACH	1	-1	0
**	JS816076	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	2,141	-2,141	0
*	JS821010	TEMPORARY FLOOD LIGHTING UNIT	EACH	17	-17	0
*	JS830027	TEMPORARY WOOD POLE, 50 FT., CLASS 4	EACH	3	-3	0
**	JS830033	TEMPORARY WOOD POLE, 70 FT., CLASS 3	EACH	8	-8	0
**	JS830190	WOOD POLE, 90 FT., CLASS 2	EACH	3	-3	0
**	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	7	-7	0
**	JS842105	POLE FOUNDATION, REMOVED	EACH	7	-7	0

**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	-1	0
*	JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	0	+20,000	20,000
*	JT201008	CLEARING	ACRE	0	+1.2	1.2
*	JT202020	EXCAVATION OF EXISTING GRANULAR SUBBASE	CU YD	2,051	-496	1,555
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	133,755	-25,619	108,136
*	JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	1,176	2,382	3,558
*	JT900521	EMBANKMENT MODIFICATION	CU YD	0	+5,500	5,500

* Indicates Special Provision
** Indicated Illinois Tollway Supplemental Specifications

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #2
Contract Requirements, Volume I, Replace Page P-5 through P-21 with Pages P-5R through P21R (attached).

This replacement contains the following revision:
2.1 The quantities for the various pay items were revised as listed in the Summary of Revisions to Pay Items Quantities table above.

Change #3
Contract Requirements, Volume II, Replace Pages i, ii, iii, iv, v with iR, iiR, iiiR, ivR, vR (attached).

This replacement contains the following revision:
3.1 The table of contents has been revised to reflect changes included with this addendum and described herein.

Change #4
Contract Requirements, Volume II, Replace Pages J-1 with J-1R (attached).

This replacement contains the following revision:
4.1 Revised S.P. 101, LOCATION AND SCOPE OF WORK to add TS32.77R,SB (ComEd Towers #20,#19,#18) Mile Post 32.7 and to remove cross over work and include tree removal and pruning and the McMaster-Carr borrow work and I-490 embankment.

Change #5
Contract Requirements, Volume II, replace page J-2 with J-2R (attached).

This replacement contains the following revision:
5.1 The index of drawings has been revised to reflect the changes in this addendum.

Change #6
Contract Requirements, Volume II, replace page J-3, J-4 with J-3R, J-4R (attached).

This replacement contains the following revisions:
6.1 Illinois Tollway Standard Drawings B7-03 and H4-04 have been removed.
6.2 IDOT Highway Standards 830026-01 has been removed.
6.3 Revised to add IDOT standards 701101-05, 701406-12, 701421-08, 701426-09, and 701427-05.

Change #7
Contract Requirements, Volume II, replace page J-5 with J-5R (attached).

This replacement contains the following revisions:
7.1 Revised S.P. 103.1 CONTRACT COMPLETION DATE from April 3, 2020 to May 1, 2020.
7.2 Revised S.P. 103.2 SUBSTANTIAL COMPLETION DATE from March 31, 2020 to April 2, 2020.
7.3 Revised S.P. 103.3 scope of work added for tree removal with an interim completion date of August 30, 2019.
7.4 Revised S.P. 103.4 scope of work to ComEd towers and revised interim completion date from September 3, 2019 to October 4, 2019 (previously S.P. 103.3).
7.5 Revised S.P. 103.4 scope of work to remove cross over work in Stage 3.
7.6 Added S.P. 103.5 INTERIM COMPLETION DATES with scope of work for ComEd towers (previously S.P. 103.4).

Change #8
Contract Requirements, Volume II, replace page J-6 with J-6R (attached).

This replacement contains the following revisions:
8.1 Added S.P. 103.5 to add Interim Completion date of November 15, 2019 for McMaster-Carr borrow.
8.2 Added S.P. 103.5 to add Interim Completion date of November 15, 2019 for Stage 2 Maintenance of Traffic completion.
8.3 Revised S.P. 104 NTP date from July 3, 2019 to August 5, 2019.
8.4 Revised S.P. 105.1.3 to replace "Substantial Completion Date" with "Interim Completion Date for Milestone 1.

Change #9
Contract Requirements, Volume II, replace page J-7 with J-7R (attached).

This replacement contains the following revisions:
9.1 Revised S.P. 105.1.4 to replace "Substantial Completion Date" with "Interim Completion Date for Milestone 2.
9.2 Added S.P. 105.1.5

Change #10
Contract Requirements, Volume II, replace page J-9, J-10 with J-9R, J-10R (attached).

This replacement contains the following revisions:
10.1 Revised S.P. 106 agency contact list removing Village of Berkeley, City of Elmhurst, Illinois Department of Transportation, Cook County, and Village of Hillside from the utility owners list.
10.2 Revised S.P. 106.1 COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION dates from July 15, 2019 to August 30, 2019.

Change #11
Contract Requirements, Volume II, replace page J-13 with J-13R (attached).
Contract Requirements, Volume II, add new page J-13A, J-13B (attached).

This replacement and added pages contain the following revision:
11.1 Revised S.P. 106.4 to include Elmhurst IDNR permit for the Lower Elmhurst Resevoir.

Change #12
Contract Requirements, Volume II, replace page J-16 with J-16R (attached).

This replacement contains the following revisions:
12.1 Revised S.P. 106.9 COORDINATION WITH OTHER CONTRACTORS to remove I-18-4437 Tree Removal and added I-19-4452 Building Demolition 1 and I-19-4453 Building Demolition 2.
12.2 Added S.P. 106.10 COORDINATION WITH MCMASTER-CARR SUPPLY COMPANY.

Change #13
Contract Requirements, Volume II, add new page J-16A, J-16B, J-16C, J-16D, J-16E (attached).

This added page contains the following revision:
13.1 Added McMaster-Carr Right of Entry documents.

Change #14
Contract Requirements, Volume II, replace page J-17 with J-17R (attached).

This replacement contains the following revisions:
14.1 Revised document paragraphs to begin S.P. 107 INSURANCE on page J-17R.
14.2 Revised to include pay item 52500020 TEMPORARY SOIL RETENTION SYSTEM to table.

Change #15
Contract Requirements, Volume II, replace page J-36, J-37 with J-36R, J-37R (attached).

This replacement contains the following revisions:
15.1 Revised to include incidental pay items 20100110, 20100210 and 20400100.
15.2 The incidental pay item JI602110 has been removed.

Change #16
Contract Requirements, Volume II, replace page J-68 with J-68R (attached).

This replacement contains the following revisions:
16.1 Revised Geotechnical report location.
16.2 Revised Geotechnical Report contract number and added "Draft" to title.
16.3 Added Geotechnical Reports for McMaster-Carr Borrow Site.

Change #17
Contract Requirements, Volume II, add new pages J-71A, J-71B (attached).

These added pages contain the following revision:
17.1 Added special provision TREE PRUNING.

Change #18
Contract Requirements, Volume II, add new pages J75A, J-75B (attached).

This added pages contains the following revision:
18.1 Added Special Provision MCMASTER-CARR SUPPLY COMPANY AND BORROW SITE for pay item 20400100 BORROW EXCAVATION.

Change #19
Contract Requirements, Volume II, add new pages J-75C, J-75D (attached).

This added pages contains the following revision:
19.1 Added Special Provision EMBANKMENT MODIFICATION for pay item 30201500 LIME and JT900521 EMBANKMENT MODIFICATION.

Change #20
Contract Requirements, Volume II, replace page J-79 with J-79R (attached).

This replacement contains the following revision:
20.1 The Special Provision DRAINAGE STRUCTURES TO BE ADJUSTED and pay item 60250400 have been removed.

Change #21
Contract Requirements, Volume II, replace page J-82 with J-82R (attached).

This replacement contains the following revision:
21.1 The Special Provision TEMPORARY STORM SEWER and pay item X1200044 have been removed.

Change #22
Contract Requirements, Volume II, replace page J-83 with J-83R (attached).

This replacement contains the following revision:
22.1 The Special Provision STUMP REMOVAL ONLY and pay item X2010400 have been removed.

Change #23
Contract Requirements, Volume II, replace page J-86 with J-86R (attached).

This replacement contains the following revision:
23.1 The pay item X5537900 has been removed.

Change #24
Contract Requirements, Volume II, replace page J-93 with J-93R (attached).

This replacement contains the following revisions:
24.1 The Special Provision title changed from TRAFFIC CONTROL AND PROTECTION, (SPECIAL) TO TRAFFIC CONTROL AND PROTECTION (NON-EXPRESSWAY).
24.2 Revised list of non-Illinois Tollway side streets and jurisdictions.

Change #25
Contract Requirements, Volume II, replace page J-98 with J-98R (attached).

This replacement contains the following revision:
25.1 Revised construction requirements.

Change #26
Contract Requirements, Volume II, replace page J-109 through J-130 with J-109R through 130R (attached).

This replacement contains the following revisions:
26.1 The Special Provision ASPHALT BASE COURSE (ILLINOIS TOLLWAY) AND pay item JI355121 have been removed.
26.2 The Special Provision STONE MATRIX WARM MIX ASPHALT (SMA) (ILLINOIS TOLLWAY) and pay item JI406048 has been removed.

Change #27
Contract Requirements, Volume II, replace page J-144 with J-144R (attached).

This replacement contains the following revision:
27.1 The pay item JI406410 has been removed.

Change #28
Contract Requirements, Volume II, replace page J-145 with J-145R (attached).

This replacement contains the following revision:
28.1 The Special Provision CONCRETE MEDIAN BARRIER AND BASE REMOVAL (CTS) (V1.0) and pay item JI440010 have been removed.

Change #29
Contract Requirements, Volume II, replace page J-146, J-147 with J-146R, J-147R (attached).

This replacement contains the following revision:
29.1 The Special Provision ASPHALT PAVEMENT SURFACE REMOVAL (ILLINOIS TOLLWAY) and pay item JI440015 have been removed.

Change #30
Contract Requirements, Volume II, replace page J-150, J-151 with J-150R, J-151R (attached).

This replacement contains the following revision:
30.1 The Special Provision ASPHALT SHOULDER AND PRESSURE RELIEF JOINT REPAIR (ILLINOIS TOLLWAY) and pay item JI442724 have been removed.

Change #31
Contract Requirements, Volume II, replace page J-157 with J-157R (attached).

This replacement contains the following revision:
31.1 Revised description to include line stating "The design submittal shall include all the shop drawings and design computations prepared and sealed by an Illinois licensed structural engineer".

Change #32
Contract Requirements, Volume II, replace page J-159 with J-159R (attached).

This replacement contains the following revision:
32.1 The pay item JI602010 has been removed.

Change #33
Contract Requirements, Volume II, add new page J-176A (attached).

This added page contains the following revision:
33.1 Added Special Provision FENCE TO BE REMOVED AND RE-ERECTED.

Change #34
Contract Requirements, Volume II, replace pages J-191, J-193 with J-191R, J-193R (attached).

This replacement contains the following revisions:
34.1 Revised Special Provision to remove crossover.
34.2 Revised Special Provision holiday table to remove Independence Day holiday.

Change #35
Contract Requirements, Volume II, replace pages J-194 through J-198 with J-194R through J-198R (attached).

This replacement contains the following revisions:
35.1 The Special Provision TEMPORARY FLOOD LIGHTING UNIT and pay item JS821010 have been removed.
35.2 The Special Provision TEMPORARY WOOD POLE, 50 FT., CLASS 4 and pay item JS830027 have been removed.

Change #36
Contract Requirements, Volume II, add new page J-208A (attached).

This added page contains the following revision:
36.1 Added Special Provision ALLOWANCE FOR HAUL ROAD MAINTENANCE.

Change #37
Contract Requirements, Volume II, add new page J-211A (attached).

This added page contains the following revision:
37.1 Added Special Provision CLEARING.

Change #38
Contract Requirements, Volume II, replace page J-249 with J-249R (attached).

This replacement contains the following revision:
38.1 Revised Special Provision to include removal of temporary construction fence at the completion of the contract.

Change #39
Contract Requirements, Volume II, add new page J-259A, J-259B, J-259C, J-259D (attached).

This added page contains the following revision:
39.1 Added Special Provision EMBANKMENT (ILLINOIS TOLLWAY).

Change #40
Contract Requirements, Volume II, replace page J-281 with J-281R (attached).

This replacement contains the following revision:
40.1 Revised to add pay item table.

Change #41
Contract Requirements, Volume II, replace page J-288 with J-288R (attached).

This replacement contains the following revision:
41.1 Revised to add pay item table.

Change #42
Contract Requirements, Volume II, add new page J-288A (attached).

This added page contains the following revision:
42.1 Added Special Provision RESTORATION OF WORK AREAS (TREE REMOVAL PLANS).

Change #43
Contract Requirements, Volume II, replace page D1-1 with D1-1R (attached).

This replacement contains the following revision:
43.1 Revised title to add "I-290" for route clarification.

Change #44
Contract Requirements, Volume II, replace page D1-14 with D1-14R (attached).

This replacement contains the following revision:
44.1 Revised cost liability amount for "Two lanes blocked".

CHANGES TO THE CONTRACT DRAWINGS

Change #45
Contract Plans, Drawing 2, (attached)
Seals and Signatures

This drawing contains the following revision:
45.1 Added seal for David Taggart for added tree removal sheets and corrected expiration date.

Change #46
Contract Plans, Drawing 3, (attached)
Index of Drawings and List of Standards

This drawing contains the following revision:
46.1 Revised Index of Drawings and List of Standards.

Change #47
Contract Plans, Drawings 11, 12 (attached)
Suggested Progress Schedule

These drawings contain the following revision:
47.1 Revised S.P. 103.1 CONTRACT COMPLETION DATE from April 3, 2020 to May 1, 2020.
47.2 Revised S.P. 103.2 SUBSTANTIAL COMPLETION DATE from March 31, 2020 to April 2, 2020.
47.3 Revised S.P. 103.3 scope of work to tree removal with an interim completion date of August 30, 2019.
47.4 Revised S.P. 103.4 scope of work to ComEd towers and revised interim completion date from September 3, 2019 to October 4, 2019 (previously S.P. 103.3).
47.5 Revised S.P. 103.4 scope of work to remove cross over work in Stage 3.
47.6 Added S.P. 103.5 INTERIM COMPLETION DATES with scope of work for ComEd towers (previously S.P. 103.4).
47.7 Revised Suggested Progress Schedule to reflect changes associated with the removal of the crossover and shoulder pavement included within this addendum.
47.8 Revised Suggested Progress Schedule to reflect changes associated with the McMaster-Carr borrow work and Tree Removal included within this addendum.

Change #48
Contract Plans, Drawings 13-18
Summary of Quantities

These drawings contain the following revision:
48.1 Revised various quantities as summarized in the above SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES table.
48.2 The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
Note: The Schedule of Prices overrides the Summary of Quantities.

Revised drawings will be issued to the successful bidder.

Change #49
Contract Plans, Drawing 21 (attached)
Schedule of Quantities

This drawing contains the following revision:
49.1 Revised schedules to reflect changes associated added borrow excavation and I-490 embankment construction.

Change #50
Contract Plans, Drawings 23, 24, 26, 28, 29, 30, 31, 32 (attached)
Schedule of Quantities

These drawings contain the following revision:
50.1 Revised schedules to reflect changes associated with the removal of the crossover and shoulder pavement included within this addendum.
50.2 Revised schedules for additional clearing.

Change #51
Contract Plans, Drawing 27 (attached)
Schedule of Quantities

This drawing contains the following revision:
51.1 Added Schedule for Tree Removal Total.
51.2 Revised Tree Removal Schedule.

Change #52
Contract Plans, Drawings 27A, 27B, 27C (attached)
Schedule of Quantities

These new drawings contain the following revisions:
52.1 Tree Removal and Tree Pruning Schedule of Quantities associated with additional Tree Removal Plans.

Change #53
Contract Plans, Drawings 52(attached)
Typical Sections

These drawings contain the following revision:
53.1 Revised asphalt mix table to reflect changes associated with the removal of the crossover and shoulder pavement included within this addendum.

Change #54
Contract Plans, Drawings 53
Typical Sections

54.1 The work shown on these drawings has been removed from the Contract.

Revised drawings will be issued to the successful bidder.

Change #55
Contract Plans, Drawings 54-55, 57, 60-62, 71, 73-75 (attached)
Maintenance of Traffic

These drawings contain the following revision:
55.1 Revised MOT General Notes to include note 17.
55.2 Revised Work Zone Speed Limit to omit Stage 3
55.3 Revised Sequence of Construction to reflect changes associated with the removal of the crossover and the shoulder pavement.
55.4 Revised MOT typical sections to reflect changes associated with the removal of the crossover and the shoulder pavement.
55.5 Revised MOT Stage 1 I-294 Southbound inside lane to include only rumble strip removal south of STA 1730+00.
55.6 Revised MOT Stage 2 I-294 Northbound outside lane to include only rumble strip removal south of STA 1730+00.

Change #56
Contract Plans, Drawings 83-87
Maintenance of Traffic

56.1 The work shown on Stage 3 MOT drawings has been removed from the Contract.

Revised drawings will be issued to the successful bidder.

Change #57
Contract Plans, Drawings 114A, 114B, 114C, 114D, 114E, 114F, 114G (attached)
Tree Removal Plans

These new drawings contain the following revisions:
57.1 Plan sheets for tree removal with access points.

Change #58
Contract Plans, Drawings 115-120 (attached)
I-294 Shoulder Rehabilitation

These drawings contain the following revision:
58.1 Revised to remove Crossovers from plans.
58.2 Revised I-294 Southbound inside lane to include only rumble strip removal south of STA 1730+00.
58.3 Revised I-294 Northbound outside lane to include only rumble strip removal south of STA 1730+00.
58.4 Revised legend.

Change #59
Contract Plans, Drawings 122, 127 (attached)
ComEd Access Plan

These drawings contain the following revision:
59.1 Revised due to addition of tree removal.

Change #60
Contract Plans, Drawings 135-136 (attached)
ComEd Access Plan STA 11729+00 to STA. 11735+00

These drawings contain the following revision:
60.1 Revised guardrail.

Change #61
Contract Plans, Drawings 159A (attached)
Grading Plan

This new drawing contains the following revision:
61.1 Grading plan associated with borrow earthwork borrow from McMaster-Carr Supply Company Borrow Site and I-490 embankment construction.

Change #62
Contract Plans, Drawings 160A (attached)
Guardrail Details Retaining Wall TS32.77,SB

This new drawing contains the following revision:
62.1 Detail sheet for guardrail corner sections.

Change #63
Contract Plans, Drawings 168-170, 194, 226, 227, 230, 231
I-294 Median Crossover Detail
Drainage Schedules
I-294 Median Crossover Drainage
Drainage Details

These drawings contain the following revision:
63.1 The work shown on these drawings has been removed from the Contract.

Revised drawings will be issued to the successful bidder.

Change #64
Contract Plans, Drawings 188 (attached)
Water Main Relocation Plan

These drawings contain the following revision:
64.1 Revised water main callouts.

Change #65
Contract Plans, Drawings 193 (attached)
Drainage Schedules

These drawings contain the following revision:
65.1 Revised drainage schedules.

Change #66
Contract Plans, Drawings 195 (attached)
Erosion Control and Landscape Schedules

These drawings contain the following revision:
66.1 Revised erosion control and landscaping schedules.

Change #67
Contract Plans, Drawings 239, 240 (attached)
Pavement Marking & Signing I-294

These drawings contain the following revision:
67.1 Revised pavement marking callouts.

Change #68
Contract Plans, Drawings 248 (attached)
Roadway Lighting General Notes
Temporary Lighting I-294 Legend & Bill of Materials

These drawings contain the following revision:
68.1 Revised entire sheet from temporary lighting notes and bill of materials to proposed lighting notes and bill of materials.

Change #69
Contract Plans, Drawings 249-257
Temporary Lighting Plan, Details & Schedules

These drawings contain the following revision:
69.1 The work shown on temporary lighting plan drawings has been removed from the Contract.

Revised drawings will be issued to the successful bidder.

Change #70
Contract Plans, Drawings 344 (attached)
Retaining Wall TS32.60R,SB

These drawings contain the following revision:
70.1 Revised Bill of Material.

Change #71
Contract Plans, Drawings 349 (attached)
Retaining Wall TS32.60R,SB Pipe Handrail Details

These drawings contain the following revision:
71.1 Revised Handrail Elevation detail notes.
71.2 Revised Partial Elevation – Pipe Handrail detail title.

Change #72
Contract Plans, Drawings 360 (attached)
Retaining Wall TS32.77R.SB

These drawings contain the following revision:
72.1 Revised Base Plate Plan detail notes to remove Note D and call out for Note D.
72.2 Revised Detail A detail notes.

Change #73
Contract Plans, Drawings 388 (attached)
ComEd Tower #32 Ex Wall Mod.

These drawings contain the following revision:
73.1 Revised Bill of Material.

Change #74
Contract Plans, Drawings 467A, 467B, 467C, 467D, 467E (attached)
Cross Sections

These new drawings contain the following revision:
74.1 Additional cross sections associated with borrow earthwork borrow from McMaster-Carr Supply Company Borrow Site and I-490 embankment construction.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-18-4446

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, May 30, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for April 23, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2:00pm

The work to be done under this Contract shall be started on or about August 5, 2019. All work under this Contract shall be completed by May 1, 2020.

The work under this Contract shall consist of: Retaining Wall Construction, Grading and Shoulder Rehabilitation, Tree Removal and Pruning, and Embankment Construction (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+448.65 to Sta. 1843+91.30.

The work under this Contract is to be performed on: Tri-State Tollway (I-294) between Mile Post 31.5 to Mile Post 34.9 in Cook County, Illinois

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

IDOT Prequalification required: ☒YES ☐NO If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

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

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Michael Wicks @ mwicks@getipass.com e-mail address, to be received no later than 2:00 p.m. local time on May 16, 2019

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

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

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

DATE: April 11, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2,702		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	976		
*	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10		
*	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	15		
*	20200100	EARTH EXCAVATION	CU YD	19,265		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,500		
*	20400100	BORROW EXCAVATION	CU YD	22,000		
	20400800	FURNISHED EXCAVATION	CU YD	11,995		
	20800150	TRENCH BACKFILL	CU YD	1,039		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	142		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	425		
	28200200	FILTER FABRIC	SQ YD	238		
*	30201500	LIME	TON	322		
	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	31,303		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	443		
*	50100300	REMOVAL OF EXISTING STRUCTURES NO. 1	EACH	1		
*	50100400	REMOVAL OF EXISTING STRUCTURES NO. 2	EACH	1		
	50102400	CONCRETE REMOVAL	CU YD	16		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	4		
	50105220	PIPE CULVERT REMOVAL	FOOT	66		

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MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50200100	STRUCTURE EXCAVATION	CU YD	480		
	50300225	CONCRETE STRUCTURES	CU YD	241		
	50300300	PROTECTIVE COAT	SQ YD	110		
	50500505	STUD SHEAR CONNECTORS	EACH	852		
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	31,700		
	50901760	PIPE HANDRAIL	FOOT	428		
	51201900	FURNISHING STEEL PILES HP14X89	FOOT	40		
	51202305	DRIVING PILES	FOOT	40		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	396		
	52200100	FURNISHING SOLDIER PILES (HP SECTION)	FOOT	1,449		
	52200105	FURNISHING SOLDIER PILES (W SECTION)	FOOT	1,571		
	52200150	DRIVING SOLDIER PILES	FOOT	1,449		
	52200200	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	CU FT	11,141		
	52200250	UNTREATED TIMBER LAGGING	SQ FT	3,351		
	52200255	TREATED TIMBER LAGGING	SQ FT	4,581		
	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2		
	5422A012	PIPE CULVERTS, CLASS A, TYPE 2 12" (TEMPORARY)	FOOT	130		
	5422A015	PIPE CULVERTS, CLASS A, TYPE 2 15" (TEMPORARY)	FOOT	87		
	5422A024	PIPE CULVERTS, CLASS A, TYPE 2 24" (TEMPORARY)	FOOT	156		
	542A0217	PIPE CULVERTS, CLASS A, TYPE 1, 12"	FOOT	196		
	542A0223	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	191		
	542A0229	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	70		
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	49		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	211		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	256		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	517		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	36		
	55100500	STORM SEWER REMOVAL 12"	FOOT	33		
	55100900	STORM SEWER REMOVAL 18"	FOOT	203		
*	56400710	FIRE HYDRANT AND VALVE (SPECIAL)	EACH	1		
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	737		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60100060	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	2		
*	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
*	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
	60500040	REMOVING MANHOLES	EACH	2		
	60500060	REMOVING INLETS	EACH	1		
	63100041	TRAFFIC BARRIER TERMINAL, TYPE 1B	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	95		
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	100		
	64200116	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	2,293		
	66400105	CHAIN LINK FENCE, 4'	FOOT	1,928		
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	4,785		
	66900450	SPECIAL WASTE PLANS AND REPORTS	LSUM	1		
	66900530	SOIL DISPOSAL ANALYSIS	EACH	35		
	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	190,676		

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MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	687.5		
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	450		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	5		
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	2		
	78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	271		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	40,437		
	78005120	EPOXY PAVEMENT MARKING - LINE 5"	FOOT	812		
	78005130	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	4,613		
	78005140	EPOXY PAVEMENT MARKING - LINE 8"	FOOT	2,045		
	78005150	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	760		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	4,177		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	840		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	846		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	70		
	78100300	REPLACEMENT REFLECTOR	EACH	1,685		
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	32		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0325201	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	340		
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1		
BDE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	4,722		
*	X5500452	STORM SEWER 12" (SPECIAL)	FOOT	300		
*	X5500458	STORM SEWER 18" (SPECIAL)	FOOT	742		
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	646		
*	X5610660	WATER MAIN TO BE ABANDONED 10"	FOOT	623		
*	X5610710	WATER MAIN REMOVAL 10"	FOOT	35		
*	X6020084	MANHOLE, SPECIAL	EACH	1		
*	X6026622	VALVE VAULTS TO BE REMOVED	EACH	2		
*	X6431120	REMOVE IMPACT ATTENUATOR SAND MODULE	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X6640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	1,189		
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
D1	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	10		
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	1,244		
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	1		
D1	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	500		
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	802		
*	JA999955	AGGREGATE ACCESS ROAD	TON	7,523		
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,095		
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	4,750		
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	1,100		
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	1,000		
*	JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	18,781		
*	JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	2,841		
*	JI251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	4,657		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI282010	SUBGRADE FILTER FABRIC	SQ YD	25,059		
*	JI406107	ASPHALT TACK COAT	POUND	23,878		
*	JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	3,501		
*	JI440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	2,349		
*	JI440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	18,654		
*	JI482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	19,777		
*	JI485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	1,798		
*	JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	SQ FT	17,383		
*	JI602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI602200	CATCH BASINS, TYPE A, 4'-DIAMETER, SPECIAL	EACH	2		
*	JI602208	CATCH BASINS, TYPE A, 5'-DIAMETER, SPECIAL	EACH	2		
*	JI606010	GUTTER, TYPE G-2	FOOT	1,150		
*	JI606020	GUTTER, TYPE G-3	FOOT	446		
*	JI630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL,TYPE A, 6 FOOT POSTS	FOOT	1,225.0		
*	JI631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	22		
*	JI637012	CONCRETE BARRIER TRANSITION	FOOT	70		
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	1,654		
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2		
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4		
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	9		
*	JI664330	SINGLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4		
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	4,896		
*	JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	497		
*	JI680102	SLOPED HEADWALL TYPE I, 12"	EACH	1		
*	JI680121	SLOPED HEADWALL TYPE III, 12", 1:3	EACH	3		
*	JI680123	SLOPED HEADWALL TYPE III, 18", 1:3	EACH	2		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI680125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	7		
*	JI680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	1		
*	JI680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	1		
*	JI680148	SLOPED HEADWALL TYPE III, 15", 1:10	EACH	1		
*	JI704000	TEMPORARY CONCRETE BARRIER	FOOT	5,275		
*	JI704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	300		
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	4,601		
*	JI706282	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	22		
*	JI725000	TERMINAL MARKER - DIRECT APPLIED	EACH	4		
*	JI782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	18		
*	JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	726		
*	JI900100	CONCRETE COLLAR	EACH	2		
**	JS107360	DUST CONTROL WATERING	UNIT	1,090		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	275		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	5		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	49		
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	67		
**	JS121101	DRILL AND GROUT DOWEL BARS AND ANCHOR RODS	EACH	12		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	12		
**	JS280040	EROSION AND SEDIMENT CONTROL CLEAN-OUT	CU YD	769		
**	JS280050	SILT FENCE	FOOT	8,270		
**	JS280051	RE-ERECT SILT FENCE	FOOT	426		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3,900		
**	JS280100	SUPER SILT FENCE	FOOT	27		
**	JS280140	TEMPORARY RIPRAP	TON	307		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	2,765		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	7		
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	28		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	6		
**	JS280220	SEDIMENTATION BASIN DEWATERING DEVICE	FOOT	60		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,055		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	13		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	500		
**	JS836003	LIGHT POLE FOUNDATION (ROADWAY) CONCRETE	EACH	3		
*	JT160176	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE	FOOT	523		
*	JT160178	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE, IN TRENCH	FOOT	985		
*	JT201008	CLEARING	ACRE	1.2		
*	JT202020	EXCAVATION OF EXISTING GRANULAR SUBBASE	CU YD	1,555		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	3.50		
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	1.25		
*	JT250446	SEEDING, GRASS-FORB MIX 2 (SPECIAL)	ACRE	0.25		
*	JT250491	SEEDING, WET DETENTION MIX (SPECIAL)	ACRE	0.75		
*	JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	252		
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	881		
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	5,314		
*	JT546000	TELEVISION INSPECTION OF SEWER	FOOT	646		
*	JT570P21	PERFORMANCE BASED RETAINING WALL, NO. 1	SQ FT	11,733		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	190		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	156		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	93		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	39		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	65		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	47		
*	JT703104	LATE SEASON TEMPORARY PAVEMENT MARKING, 4"	FOOT	32,664		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT703106	LATE SEASON TEMPORARY PAVEMENT MARKING, 6"	FOOT	26,465		
*	JT703110	LATE SEASON TEMPORARY PAVEMENT MARKING, 10"	FOOT	251		
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	108,136		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	26,368		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	1,292		
*	JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	3,558		
*	JT900521	EMBANKMENT MODIFICATION	CU YD	5,500		
					TOTAL AMOUNT OF CORE WORK	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$230,000.00	$230,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	50,000	$1.00	$50,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	$1.00	$50,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	100,000	$1.00	$100,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	75,000	$1.00	$75,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	50,000	$1.00	$50,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	50,000	$1.00	$50,000.00
*	JT154045	CONTRACT ALLOWANCE FOR COLD WEATHER PAVEMENT MARKINGS	UNIT	50,000	$1.00	$50,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	$1.00	$100,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	50,000	$1.00	$50,000.00
*	JT154116	ALLOWANCE FOR UTILITY LINE PROTECTION	UNIT	10,000	$1.00	$10,000.00
*	JT154165	ALLOWANCE FOR UTILITY RELOCATION	UNIT	75,000	$1.00	$75,000.00
*	JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	20,000	$1.00	$20,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(8,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(8,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(12,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
		TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)				910,000.00
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				
		BID CREDIT				
		AWARD CRITERIA				

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT 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. The Contractor should leave the unit price value blank.

VOLUME II

TABLE OF CONTENTS

SPECIAL PROVISION

S.P. NO.	DESCRIPTION	PAGE. NO.
S.P. 101	LOCATION AND SCOPE OF WORK	J-1R
S.P. 102	CONTRACT I-18-4446 INDEX OF DRAWINGS	J-2R
S.P. 103	CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES	J-5R
S.P. 104	NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK	J-6R
S.P. 105	LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)	J-6R
S.P. 106	COOPERATION WITH UTILITIES AND OTHERS	J-7R
S.P. 107	INSURANCE	J-17R
S.P. 108	INDEMNIFICATION	J-35
S.P. 109	WORKING HOURS AND PROSECUTION OF THE WORK	J-35
S.P. 110	LIST OF INCIDENTALS TO THE PAY ITEMS	J-35R
S.P. 111	EROSION AND SEDIMENT CONTROL	J-38
S.P. 112	QUALIFIED PRODUCTS	J-62
S.P. 113	RESERVED	J-63
S.P. 114	DELIVERY OF SALVAGEABLE MATERIAL TO THE ILLINOIS TOLLWAY	J-63
S.P. 115	ILLINOIS TOLLWAY OPERATIONAL FACILITIES (PROCEDURES, PROTECTION, AND LIQUIDATED DAMAGES)	J-64
S.P. 116	APPROVING A PART OR PORTION OF THE WORK FOR BENEFICIAL USE	J-67
S.P. 117	RESERVED	J-67
S.P. 118	RIGHT-OF-WAY	J-67
S.P. 119	AVAILABLE GEOTECHNICAL INFORMATION	J-68R
S.P. 120	AVAILABLE REPORTS	J-68
S.P. 121	ELECTRONIC DATA FILES AVAILABLE	J-69
TREE REMOVAL (ILLINOIS TOLLWAY)		J-71
TREE PRUNING		J-71A
UNCONTAMINATED SOIL DISPOSAL (ILLINOIS TOLLWAY)		J-72
EARTH AND ROCK EXCAVATION (ILLINOIS TOLLWAY)		J-74
MCMASTER-CARR SUPPLY COMPANY BORROW SITE		J-75A
EMBANKMENT MODIFICATION		J-75C
FIRE HYDRANT AND VALVE (SPECIAL)		J-76
INTENTIONALLY LEFT BLANK		J-79R
SHOULDER RUMBLE STRIP REMOVAL		J-80
REMOVE FIRE HYDRANT AND VALVE ASSEMBLY		J-81
INTENTIONALLY LEFT BLANK		J-82 R

INTENTIONALLY LEFT BLANK J-83R
STORM SEWER, DUCTILE IRON J-84
STORM SEWER TO BE CLEANED J-85
WATER MAIN TO BE ABANDONED, 10" J-87
WATER MAIN REMOVAL, 10" J-88
MANHOLE, SPECIAL J-89
VALVE VAULTS TO BE REMOVED J-90
REMOVE IMPACT ATTENUATOR SAND MODULE J-91
CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE J-92
TRAFFIC CONTROL AND PROTECTION, (NON-EXPRESSWAY) J-93R
RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL J-96
DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL) J-97
AGGREGATE ACCESS ROAD J-98R
TOPSOIL AND COMPOST (ILLINOIS TOLLWAY) J-100
EXPLORATION TRENCH, UTILITIES (ILLINOIS TOLLWAY) J-103
EROSION CONTROL BLANKET, SHORT-TERM J-105
EROSION CONTROL BLANKET, BIODEGRADABLE NETTING J-106
SUBGRADE FILTER FABRIC (ILLINOIS TOLLWAY) J-108
INTENTIONALLY LEFT BLANK J-109R
INTENTIONALLY LEFT BLANK J-112R
ASPHALT – TACK COAT (ILLINOIS TOLLWAY) J-131
ASPHALT BINDER AND SURFACE COURSE MIXTURES (ILLINOIS TOLLWAY) J-133
INTENTIONALLY LEFT BLANK J-145R
INTENTIONALLY LEFT BLANK J-146R
SHOULDER RUMBLE STRIP REMOVAL (ILLINOIS TOLLWAY) J-148
PAVED SHOULDER REMOVAL, VARIABLE DEPTH (ILLINOIS TOLLWAY) J-149
INTENTIONALLY LEFT BLANK J-150R
ASPHALT SHOULDERS (ILLINOIS TOLLWAY) J-152
TEMPORARY PAVEMENTS (ILLINOIS TOLLWAY) J-155
TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE J-157R
DRAINAGE STRUCTURES FOR STORM SEWER SYSTEMS J-158
CATCH BASINS, TYPE A, SPECIAL J-160
GUTTER, TYPE G (CTS) J-161
GALVANIZED STEEL PLATE BEAM GUARDRAIL (ILLINOIS TOLLWAY) J-162
TRAFFIC BARRIER TERMINAL, TYPE T2 (ILLINOIS TOLLWAY) J-165

CONCRETE BARRIER (ILLINOIS TOLLWAY) J-168
RIGHT-OF-WAY FENCE, TYPE 1 (ILLINOIS TOLLWAY) J-170
RIGHT-OF-WAY FENCE REMOVAL (ILLINOIS TOLLWAY) J-175
FENCE TO BE REMOVED AND RE-ERECTED ..... J-176 A
SLOPED HEADWALL J-177
TEMPORARY CONCRETE BARRIER (ILLINOIS TOLLWAY) J-179
FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE J-182
IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE J-183
TERMINAL MARKER DIRECT APPLIED J-184
GUARDRAIL BARRIER REFLECTORS, TYPE B (ILLINOIS TOLLWAY) J-185
BARRIER WALL REFLECTORS, TYPE C (ILLINOIS TOLLWAY) J-187
CONCRETE COLLAR J-189
MOBILIZATION, TOLLWAY (MODIFIED) (ILLINOIS TOLLWAY) J-190
MAINTENANCE OF TRAFFIC ..... J-191 R
INTENTIONALLY LEFT BLANK ..... J-194 R
INTENTIONALLY LEFT BLANK ..... J-198 R
CONTRACT ALLOWANCES (ILLINOIS TOLLWAY) J-199
ALLOWANCES FOR UNFORESEEN DRAINAGE WORK J-201
ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES J-202
CONTRACT ALLOWANCE FOR COLD WEATHER PAVEMENT MARKINGS (ILLINOIS TOLLWAY) J-203
CONTRACT ALLOWANCE FOR CONSTRUCTION WORKS APPRENTICES (ILLINOIS TOLLWAY) J-204
ALLOWANCE FOR RAILROAD FLAGGING (ILLINOIS TOLLWAY) J-206
ALLOWANCE FOR UTILITY LINE PROTECTION J-207
ALLOWANCE FOR UTILITY RELOCATION J-208
ALLOWANCE FOR HAUL ROAD MAINTENANCE J-208A
CONTRACTOR'S QUALITY PROGRAM (ILLINOIS TOLLWAY) J-209
RELOCATE (MINOR) EXISTING FIBER OPTIC LINE J-210
RELOCATE (MINOR) EXISTING FIBER OPTIC LINE, IN TRENCH J-211
CLEARING ..... J-211 A
EXCAVATION OF EXISTING GRANULAR SUBBASE J-212
SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL) (ILLINOIS TOLLWAY) J-213
SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL) (ILLINOIS TOLLWAY) J-215
SEEDING, GRASS-FORB MIX 2 (SPECIAL) J-217
SEEDING, WET DETENTION MIX (SPECIAL) (ILLINOIS TOLLWAY) J-219
ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM (ILLINOIS TOLLWAY) J-221

GRANULAR SUBBASE, SPECIAL (ILLINOIS TOLLWAY) J-226
APPLY CONCRETE SEALANT (ILLINOIS TOLLWAY GBSP) J-228
TELEVISION INSPECTION OF SEWER (ILLINOIS TOLLWAY) J-230
PERFORMANCE BASED RETAINING WALLS (CTS) (WITHOUT MOMENT SLAB) J-232
SUPPLEMENTAL TRAFFIC CONTROL DEVICES (ILLINOIS TOLLWAY) J-243
SUPPLEMENTAL MAINTENANCE OF TRAFFIC (ILLINOIS TOLLWAY) J-245
LATE SEASON TEMPORARY PAVEMENT MARKINGS (ILLINOIS TOLLWAY) J-246
PAVEMENT MARKING AND MARKER REMOVAL (ILLINOIS TOLLWAY) J-247
TEMPORARY CONSTRUCTION FENCE J-249R
WARRANTY (ILLINOIS TOLLWAY) J-250
FORM LINER SIMULATED LIMESTONE SURFACE AND FORM LINER MOCKUP (CTS) J-252
EMBANKMENT ..... J-259 A
RECLAIMED ASPHALT PAVEMENT (RAP) (ILLINOIS TOLLWAY) J-260
RECLAIMED ASPHALT SHINGLES (RAS) (ILLINOIS TOLLWAY) J-271
FINE AGGREGATE FOR ASPHALT MIXTURES (ILLINOIS TOLLWAY) J-280
EPOXY COATING ON REINFORCEMENT (ILLINOIS TOLLWAY) J-281R
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (ILLINOIS TOLLWAY) J-282
STEEL AND IRON PRODUCTS (ILLINOIS TOLLWAY) J-283
DEMOLITION OF STRUCTURES (ILLINOIS TOLLWAY GBSP) J-284
RESTORATION OF WORK AREAS (TREE REMOVAL PLANS) J-288A

IDOT RECURRING SPECIAL PROVISIONS

RECURRING SPECIAL PROVISIONS CHECK SHEET RECURR-1

BDE SPECIAL PROVISIONS

PAVEMENT MARKING REMOVAL (BDE) BDE-1
TEMPORARY PAVEMENT MARKING (BDE) BDE-2
EQUIPMENT PARKING AND STORAGE (BDE) BDE-5
LIGHTS ON BARRICADES (BDE) BDE-6
TRAFFIC CONTROL DEVICES - CONES (BDE) BDE-7
TRAFFIC SPOTTERS (BDE) BDE-8

GUIDE BRIDGE SPECIAL PROVISIONS

PIPE UNDERDRAINS FOR STRUCTURES GBSP-1

IDOT D1 SPECIAL PROVISIONS

TRAFFIC CONTROL PLAN D1-1R
TRAFFIC CONTROL PLAN (COUNTY LINE ROAD) D1-3
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS) D1-4
TRAFFIC CONTROL SURVEILLANCE (EXPRESSWAYS) D1-8
MAINTENANCE OF ROADWAYS D1-9
PUBLIC CONVENIENCE AND SAFETY (DIST. 1) D1-10
KEEPING THE EXPRESSWAY OPEN TO TRAFFIC D1-11
FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC D1-14R
TEMPORARY INFORMATION SIGNING D1-15
TRAFFIC CONTROL FOR WORK ZONE AREAS D1-17
WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE) D1-18
SPEED DISPLAY TRAILER (D1) D1-19
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) D1-20
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) D1-21

ILLINOIS STATE TOLL HIGHWAY AUTHORITY (Illinois Tollway)
SPECIAL PROVISIONS
CONTRACT NUMBER I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

TRI-STATE TOLLWAY (I-294)
MILE POST 31.5 TO MILE POST 34.9

S.P. 101 LOCATION AND SCOPE OF WORK

The improvements to be constructed under this contract shall be performed along the TRI-STATE TOLLWAY (I-294) between Mile Post 31.5 and Mile Post 34.9 in Cook County, Illinois.

The work under this contract includes, but is not limited to:

1.) Grading
- Pre-Grade flat areas to facilitate construction of 35 proposed ComEd Electrical Tower foundations and poles (by others).
- Pre-Grade temporary and permanent access roadways to facilitate construction and maintenance of 35 proposed ComEd Electrical Tower foundations and poles (by others).

2.) Permanent Retaining Walls
- TS31.97R,NB (ComEd Tower #26) Mile Post 31.9
- TS32.10R,NB (ComEd Tower #25D) Mile Post 32.1
- TS32.60R,SB (ComEd Tower #21) Mile Post 32.6
- TS32.77R,SB (ComEd Towers #20,#19,#18) Mile Post 32.7

3.) Temporary Soil Retention Systems (TSRS)
- ComEd Tower #31 Mile Post 31.5
- ComEd Tower #30 Mile Post 31.7
- ComEd Tower #28 Mile Post 31.8
- ComEd Tower #27 Mile Post 31.8
- ComEd Tower #22 Mile Post 32.5
- ComEd Tower #18 Mile Post 32.9
- ComEd Tower #17 Mile Post 33.0
- ComEd Tower #16 Mile Post 33.1

4.) Roadway
- Shoulder Rehabilitation of the Northbound and Southbound median and outside shoulders between Mile Post 32.7 and Mile Post 34.9

5.) Tree Removal and Tree Pruning thru out Village of Berkeley areas.

6.) I-490 Embankment Construction
- Borrowed Excavation Site at McMaster-Carr Property.
- Construct Embankment to increase elevation of previously constructed I-490 embankment.

All applicable provisions of the IDOT Standard Specifications adopted April 1, 2016, herein after referred to as the Standard Specifications, IDOT Supplemental Specifications and Recurring Special provisions adopted January 1. 2019, Illinois Tollway Supplemental Specifications to said Standard Specifications issued March 30, 2018, and all Illinois Tollway Construction Bulletins in effect at the time of bidding, shall govern this work except as herein amended.

S.P. 102 CONTRACT I-18-4446 INDEX OF DRAWINGS

DRAWING NO.	SHEET NO.	TITLE
1		TITLE SHEET
2	SL-01	SEALS AND SIGNATURES
3	IND-01	INDEX OF DRAWINGS AND LIST OF STANDARDS
4	GN-01	GENERAL NOTES
5-8	GN-02 TO GN-05	JURISDICTIONAL LIMITS
9-10	GN-06 TO GN-07	PROJECT ELEMENT MAP
11-12	PS-01 TO PS-02	SUGGESTED PROGRESS SCHEDULE
13-17	SOQ-01 TO SOQ-05	SUMMARY OF QUANTITIES
18-31	SCH-01 TO SCH-14	SCHEDULE OF QUANTITIES
32-43	ALT-01 TO ALT-12	ALIGNMENT PLANS
44-50	PL-01 TO PL-07	PLAT OF HIGHWAYS
51-52	TYP-01 TO TYP-02	TYPICAL SECTIONS
53	MOT-01	MAINTENANCE OF TRAFFIC GENERAL NOTES
54-55	MOT-02 TO MOT-03	MAINTENANCE OF TRAFFIC SEQUENCE OF CONSTRUCTION
56-104	MOT-04 TO MOT-52	MAINTENANCE OF TRAFFIC PLANS
105-113	MOT-53 TO MOT-61	MAINTENANCE OF TRAFFIC DETAILS
114-169	RDY-01 TO RDY-56	ROADWAY PLANS
170-171	UTM-01 TO UTM-02	UTILITY MATRIX
172-189	UT-01 TO UT-18	EXISTING UTILITY PLANS
190	DN-01	DRAINAGE GENERAL NOTES AND LEGEND
191	DN-02	EROSION CONTROL NOTES
192-193	DS-01 TO DS-02	DRAINAGE SCHEDULES
194	DS-03	EROSION CONTROL AND LANDSCAPE SCHEDULE
195-226	DRN-01 TO DRN-32	DRAINAGE AND EROSION CONTROL PLANS
227	DD-01	DRAINAGE STRUCTURE LAYOUT INFORMATION
228	DD-02	EROSION CONTROL DETAILS
229-232	DD-03 TO DD-06	DRAINAGE DETAILS
233-246	PM-01 TO PM-14	PAVEMENT MARKING & SIGNING PLANS
247-257	LT-01 TO LT-11	LIGHTING PLANS
258-263	ITS-01 TO ITS-06	ITS PLANS
264-323	RET-01 TO RET-60	COMED TOWER PLANS
324-341	SA-01 TO SA-18	RETAINING WALL NB PLANS
342-353	SB-01 TO SB-12	RETAINING WALL SB PLANS
354-385	SC-01 TO SC-32	RETAINING WALL SOIL BORING LOGS
386-393	SD-01 TO SD-08	COMED TOWER 32 PLANS
394-467	XS-01 TO XS-73	CROSS SECTIONS

ILLINOIS TOLLWAY STANDARD DRAWINGS

STANDARD NO.	TITLE
B1-09	GUTTER AND CURB DETAILS
B8-06	CATCH BASINS TYPE G AND TYPE G MODIFIED, FRAMES AND GRATES
B9-04	SLOPED HEADWALLS, TYPE 1 AND TYPE II
B10-10	SLOPED HEADWALLS TYPE III DETAILS
B19-02	EROSION PROTECTION
D1-05	RIGHT OF WAY FENCE
D2-04	SYMBOLS AND PATTERNS
D6-08	PAVEMENT MARKING AND SHOULDER RUMBLE STRIP DETAILS
E1-07	CONSTRUCTION SIGNS
E2-08	LANE CLOSURE DETAILS
E3-07	SHOULDER CLOSURE DETAILS
E5-08	TEMPORARY GORE DETAILS
K1-08	TEMPORARY EROSION AND SEDIMENT CONTROLS

IDOT HIGHWAY STANDARDS

STANDARD NO.	TITLE
000001-07	STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS
001006	DECIMAL OF AN INCH AND A FOOT
542301-03	PRECAST REINFORCED CONCRETE FLARED END SECTION
601101-02	CONCRETE HEADWALL FOR PIPE UNDERDRAIN
602001-02	CATCH BASIN, TYPE A
602401-06	PRECAST MANHOLE TYPE A 4' (1.22m) DIAMETER
602406-10	PRECAST MANHOLE TYPE A 6' (1.83m) DIAMETER
602411-08	PRECAST MANHOLE TYPE A 7' (2.13m) DIAMETER
602416-08	PRECAST MANHOLE TYPE A 8' (2.44m) DIAMETER
602601-06	PRECAST REINFORCED CONCRETE FLAT SLAB TOP
602701-02	MANHOLE STEPS
604001-04	FRAMES AND LIDS TYPE 1
604036-03	GRATE, TYPE B
630001-12	STEEL PLATE BEAM GUARDRAIL
664001-02	CHAIN LINK FENCE
701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 m) AWAY
701006-05	OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE
701101-05	OFF-RD OPERATIONS, MULTILANE, 15' (4.5 m) TO 24" (600mm) FROM PAVEMENT EDGE
701106-02	OFF-RD OPERATIONS, MULTILANE, MORE THAN 15' (4.5 m) AWAY
701331-05	LANE CLOSURE, 2L, 2W, WITH RUN-AROUND FOR SPEEDS > OR = 45 MPH
701400-09	APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY
701401-12	LANE CLOSURE, FREEWAY/EXPRESSWAY
701406-12	LANE CLOSURE, FREEWAY/EXPRESSWAY, DAY OPERATIONS ONLY
701411-09	LANE CLOSURE, MULTILANE, AT ENTRANCE OR EXIT RAMP, FOR SPEEDS > OR = TO 45 MPH
701421-08	LANE CLOSURE, MULTILANE, DAY OPERATIONS ONLY, FOR SPEEDS ≥ 45 MPH TO 55 MPH
701426-09	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS ≥ 45 MPH
701427-05	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS ≤ 40 MPH
701428-01	TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY
701901-08	TRAFFIC CONTROL DEVICES
704001-08	TEMPORARY CONCRETE BARRIER
782006	GUARDRAIL AND BARRIER ALL REFLECTOR MOUNTING DETAILS

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-18-4446 on or before 11:59 p.m. on **May 1, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all roadway and bridge work, shoulder work, installation of permanent pavement markings, and establishment of the traffic lanes to the final proposed traffic lane configuration such that permanent lane closures are no longer required under this Agreement for the performance of Contract I-18-4446 on or before 11:59 p.m. on **April 2, 2020**.

S.P. 103.3 INTERIM COMPLETION DATE

In order to allow sufficient time for Contract I-18-4438 Temporary ITS Fiber Relocation, the Contractor shall have completed all tree removal and tree pruning activities, with the exception of tree removal and tree pruning associated with Access Site No. H1, on or before 11:59 p.m. on **August 30, 2019.**

S.P. 103.4 INTERIM COMPLETION DATE

In order to allow sufficient time for ComEd to install critical path transmission towers, the Contractor shall have completed all pre-grading activities, including but not limited to: County Line Road Improvement, Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **October 4, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #1D
- ComEd Tower #2D
- ComEd Tower #3D
- ComEd Tower #7D
- ComEd Tower #8D
- ComEd Tower #9D
- ComEd Tower #10D
- ComEd Tower #11D
- ComEd Tower #12D
- ComEd Tower #13D
- ComEd Tower #14D
- ComEd Tower #15D

S.P. 103.5 INTERIM COMPLETION DATE

In order to allow sufficient time for ComEd to install critical path transmission towers, the Contractor shall have completed all pre-grading activities, including but not limited to: County Line Road Improvement, Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **November 15, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #4D
- ComEd Tower #5D
- ComEd Tower #6D

In order to allow sufficient time for McMaster-Carr Supply Company to begin construction of a proposed building expansion, the Contractor shall have completely removed all Borrow Excavation Materials from the McMaster-Carr property and cease all activities on the property on or before 11:59 p.m. on **November 15, 2019.**

In order to place I-294 traffic back to existing conditions prior to winter, the Contractor shall have completed all Stage 2 activities related to Outside Shoulder Rehabilitation, installed final pavement markings and shifted traffic back to existing conditions on or before 11:59 p.m. on **November 15, 2019**.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **August 5, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 LIQUIDATED DAMAGES

S.P. 105.1.1 Liquidated Damages for Non-Completion Per S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

S.P. 105.1.2 Liquidated Damages for Non-Completion Per S.P. 103.2

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

S.P. 105.1.3 Liquidated Damages for Non-Completion Per S.P. 103.3

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date for Milestone 1 stipulated in S.P. 103.3 that the work, or any part thereof, remains complete.

S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date for Milestone 2 stipulated in S.P. 103.4 that the work, or any part thereof, remains incomplete.

S.P. 105.1.5 Liquidated Damages for Non-Completion Per S.P. 103.5

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date for Milestone 3 stipulated in S.P. 103.5 that the work, or any part thereof, remains incomplete.

S.P. 105.2 COMPLETION INCENTIVE PAYMENT PLAN(S)

NOT USED

S.P. 106 COOPERATION WITH UTILITIES AND OTHERS

The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Baseline Schedule. The Contractor shall take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

The provisions of Articles 105.07 and 105.08 of the Illinois Tollway Supplemental Specifications shall apply.

The Illinois Tollway and the Engineer shall be notified in writing by the Contractor at least 96 hours prior to the start of any operation requiring cooperation with others. All other agencies, unless otherwise noted, will be notified in writing by the Contractor ten (10) days prior to the start of any such operation.

Where the Contractor is constructing new facilities for a utility, the utility shall be notified 5 days prior to start of this work.

The following persons have been contacted in reference to utilities they own and operate within the right of way limits for this project. All known data from these agencies has been incorporated into the plans. It is, however, the Contractor's responsibility to confirm or establish the existence of all utility facilities and their exact locations, whether contained in the data submitted by these agencies or not, and to safely schedule all utility relocations.

1. AT&T
1000 Commerce Drive Oak Brook, IL 60523
Alex Bryant
630-573-6456
2. Centurylink Communication
1305 E Algonquin Road Arlington Heights, IL 60005
Ryan Burgeson
847-954-8213

13. Sidera Networks
947 Parkview Boulevard Lombard, IL 60148
Mike Carney
630-240-6000

14. US Singal
201 Iona Ave. SW Grand Rapids, MI 49503
Rick Andricks
614-483-6350

15. Windstream KDL, INC.
810 Jorie Blvd Ste. 100 Oak Brook, IL 60523
Joanna Bell
866-445-5880

16. XO Illinois INC.
810 Jorie Blvd, Ste. 200 Oak Brook, IL 60523
Mel Conn
630-371-3108

17. Zayo Fiber Solutions
810 Jorie Blvd. Suite 110 Oak Brook, IL 60523
Tim Payment
630-203-8003

23. AT&T Transmission
155 East 4th Avenue Cufton, IL60927
Rich Meyers
630-215-7567

24. Teleport
4513 Western Ave Lisle, IL 60532
Larry Brothers
630-719-1364

25. Illinois Tollway
565 Willowbrook Centre Parkway Willowbrook, IL 60527
Tom Kucharski C10 G4s
630-568-5207
630-739-6346

S.P. 106.1 COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION

Coordination with the Illinois Department of Transportation (IDOT) shall be as follows:

For construction on or adjacent to any State Highways, the Contractor will be required to contact IDOT to secure necessary permits and obtain written authorization for any work or lane closures on the aforementioned roadway.

The Contractor is required to execute permit forms and provide a bond to IDOT to allow for securing a Highway Permit for access to the IDOT right-of-way for the purpose of performing the contract work. The bond shall be furnished in the amount of $100,000.00. A highway permit is required to be secured from IDOT for access to IDOT right of way for purposes of completing the work. The Contactor will not be allowed access to IDOT right-of-way prior to receiving the Highway Permit from IDOT. The Contractor shall include the date of anticipated IDOT Permit approval on the Baseline Progress Schedule and on the Revised Baseline Progress Schedule, submitted as required by Article 108.02 of the Tollway Supplemental Specifications. The IDOT Highway Permit is anticipated to be secured no earlier than August 30, 2019. The Contractor will not be allowed access to IDOT right-of-way prior to August 30, 2019 and will not be due additional compensation now will an extension of time be granted should access to IDOT right-of-way not be allowed prior to August 30, 2019.

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

The Contractor shall notify the Engineer in writing 14 calendar day notice prior to commencement of work. The Engineer or Corridor Construction Manager will notify the Village of Berkeley, of the start of work by contacting the following individual:

Mr. Joseph Wagner
Superintendent
Village of Berkeley Public Works
5819 Electric Ave.
Berkeley, IL 60163
(708)449-8840
jwagner@berkeley.il.us
Facsimile Number: (708)449-6189

The Contractor is required to execute permit forms and provide a bond to Village of Berkeley to secure a Permit for access to the Village of Berkeley right-of-way for the purpose of performing the contract work. The Contractor is required to meet all insurance requirements necessary for Village of Berkeley permits. For additional information:

https://www.berkeley.il.us/index.asp?SEC=0311667B-B733-4886-AD34-0E94C28FC818&DE=8066E5D7-CEBE-48DA-BCC0-88019867E81A&Type=B_BASIC

S.P. 106.4 COORDINATION WITH THE CITY OF ELMHURST

For construction on or adjacent to any City roadway and the Lower Elmhurst Reservoir, the Contractor will be required to contact the Engineer who will contact the City of Elmhurst, as listed below, to secure necessary permits. The Contractor is responsible for meeting all requirements of the City of Elmhurst in connection therewith.

The Contractor shall notify the Engineer in writing 14 calendar day notice prior to commencement of work. The Engineer or Corridor Construction Manager will notify the City of Elmhurst, of the start of work by contacting the following individual:

Mr. Howard Killian, P.E.
Director
City of Elmhurst Public Works
209 N. York St.
Elmhurst, IL 60126
(630) 530-3020
Facsimile Number: (630) 530-6403

For construction on or adjacent to the Lower Elmhurst Reservoir, Contractor is to comply with City of Elmhurst permit from the Illinois Department of Natural Resources included in this Special Provision.

The Contractor is required to execute permit forms and provide a bond to City of Elmhurst to secure a Permit for access to the City of Elmhurst right-of-way for the purpose of performing the contract work. The Contractor is required to meet all insurance requirements necessary for City of Elmhurst permits. For additional information:
https://www.elmhurst.org/735/Permits-Forms

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

April 19, 2019

SUBJECT: Proposed Modifications to Elmhurst Reservoir
Dam ID - IL50304
Permit 20900

Mr. Howard Killian
City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

Dear Mr. Killian:

In accordance with submittals by the Illinois Tollway, the proposed modifications to the reservoir are hereby approved.

The plans and specifications:

Contract I-18-4446
Plan Sets Volume 1 and Volume 2

The plans show modifications to the reservoir to allow the relocation of Commonwealth Edison transmission towers and expansion of the tollway. The approval of the modifications is subject to the following conditions:

1. The plans call for a Performance Based Retaining Wall. Prior to the approval of the wall, the shop plans, details, specifications and supporting documentation shall be submitted to IDNR/OWR for review. The review will confirm the line and grade of the wall and identify any potential for negative impact to the operation and maintenance of the flood control project.
2. There shall be no loss of storage capacity in the reservoir during the term of construction.
3. Any changes to the submitted plans shall be submitted to IDNR/OWR for approval prior to construction.
4. Final as-built plans for work on the reservoir property shall be submitted to IDNR/OWR at the completion of the project for our records.

All other conditions for Permit 20900 remain in force.

An Acceptance Form is included with the original of this approval and the copy transmitted to the Illinois Tollway. Please execute and return the Form, demonstrating the City's approval of the proposed modification of the reservoir and the Tollway's acceptance of the conditions listed above.

Please feel free to contact Paul Mauer at 217/782-3863 if you have any questions or comments concerning this approval.

EXAMINED AND RECOMMENDED:

[redacted]

Paul Mauer, Jr., P.E.
State Dam Safety Engineer

APPROVAL RECOMMENDED:

[redacted]

Loren A. Wobig, Director
Office of Water Resources

APPROVED:

[redacted]

Colleen Callahan, Director
Department of Natural Resources

CC:LAW:PM:cjp

cc: Ms. Clarita Lao, P.E., Illinois Tollway

Additional information has been provided for convenience, however, the Contractor shall be responsible to verify the accuracy of the information by checking the Union Pacific Railroad website at the following link:
http://www.uprr.com/reus/tempuse/index.shtml.

The Contractor shall note the following Right of Entry (ROE) fees:
Application Fee - $1,045.00
Expedited Processing of ROE Application - $5,055.00 or $10,055.00

The Contractor shall be aware that an additional fee will be required, after processing of the application, to be submitted with the signed Right of Entry Agreement for the actual temporary use of the Railroad property. This fee cannot be estimated until the application is processed. It may exceed $5,000.00.

The following rates apply to flagging services, see Special Provision for CONTRACT ALLOWANCE FOR RAILROAD FLAGGING.

Normal Flagging Day - $1,500/8 hours
Estimated overtime, night, weekend and holiday work at $250/hour.
It should be noted that the flagging services require one hour of set-up and one hour of take down every day in addition to the Contractor's work time.

S.P. 106.9 COORDINATION WITH OTHER CONTRACTORS

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

The following Illinois Tollway projects in the vicinity of Contract I-18-4446 may be under construction during the term of this Contract:

S01A County Line Road: I-294 Ramp to North Avenue Section: 16-W7331-00-RP M.P. ***33.4*** to ***35.1***
I-18-4438 Temporary ITS and Fiber Relocation M.P. ***17.4*** to ***33.5***
I-19-4452 Building Demolition 1
I-19-4453 Building Demolition 2

S.P. 106.10 COORDINATION WITH McMASTER-CARR SUPPLY COMPANY

For construction on the McMaster-Carr Supply Company Borrow Site, the Contractor will be required to contact McMaster-Carr Supply Company and submit the Contractor Right of Entry Agreement attached herewith to secure necessary right of entry to the property. The Contractor is responsible for meeting all requirements of the McMaster-Carr Supply Company in connection herewith.

The Contractor shall notify the McMaster-Carr Supply Company in email at least 72 hours prior to the commencement of work. The Contractor will notify the McMaster-Carr Supply Company of the start of the work by contacting:

McMaster-Carr Supply Company
600 N. County Line Road
Elmhurst, IL 60126
Contact: Steve Bohn
Phone: (630) 834-3385

Exhibit A

Legal Description of the Parcel

LOT 1 IN MCMASTER-CARR SUPPLY COMPANY CONSOLIDATION BEING A RESUBDIVISION IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 31, 2005 AS DOCUMENT NUMBER R2005-066066, IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-36-206-040

Exhibit B

Contractor Right of Entry Agreement

McMaster-Carr Supply Company ("Owner") and The Illinois State Toll Highway Authority ("Tollway") are parties to that certain Right of Entry Agreement dated February 8, 2019 ("ROE Agreement").

[Enter name of contractor] ("Contractor") has been engaged by the Tollway to haul excess fill dirt ("Spoils") located at the Owner's property commonly known as 600 N. County Line Road, Elmhurst, IL 60126 (the "Property") to another location for use in a Tollway project, as contemplated in the ROE Agreement.

Upon not less than 72 hours prior email notice to the Project Manager of the Owner at the email address indicated below, Owner hereby grants Contractor permission to enter onto the Property from time to time (during the period commencing on the date of this Agreement set forth below, and ending on November 30, 2019) (the "Term") for the purposes of loading onto Contractor's trucks and removing and hauling away from the Property approximately 18,000 to 22,000 cubic yards of Spoils in the locations within the Property identified by Owner ("Spoils removal and hauling") at no cost to Owner, provided Contractor first provides to Owner evidence of insurance reasonably satisfactory to Owner. Contractor's insurance coverage must satisfy the requirements described in **Exhibit C** attached hereto, the terms and conditions of which are incorporated herein and made a part of this Agreement. An approved form of certificate of insurance is attached hereto as **Exhibit D**. Contractor may not delegate or subcontract its rights hereunder without Owner's prior written consent. While on the Property, Contractor shall comply with any and all reasonable rules adopted by Owner related to the Spoils removal and hauling. Owner may revoke the right of entry granted hereunder at any time upon 30 days' written notice to Contractor.

Contractor agrees to pay Owner the reasonable cost of any damages resulting from Contractor's performance of the Spoils removal and hauling or any related activities on the Property. In addition, Contractor shall indemnify, defend, and hold Owner harmless from all liability, injury, loss, cost, damage, and expenses, including reasonable attorney's fees and expenses, arising out of or related to Contractor's access to the Property or activities under this Agreement, except to the extent the same arises from the grossly negligent or intentional wrongful acts of Owner. Contractor's obligations in this Agreement shall survive the end of the Term.

This Agreement may be signed in counterparts, each of which shall be deemed an original.

Dated as of _____ Information (please print):

McMaster-Carr Supply Company
Name

600 N. County Line Road
Address

Elmhurst, IL 60126
City, State, Zip

Steve Bohn
Project Manager

Steve.Bohn@mcmaster.com
Email

630-834-3385
Telephone Number

McMaster-Carr Supply Company

By:_____
Authorized Signatory

Contractor:

[Insert Name of Contractor]

By:_____

Its:_____

Exhibit C

INSURANCE SPECIFICATIONS EXHIBIT
BETWEEN
McMASTER-CARR SUPPLY COMPANY
AND
[INSERT NAME OF CONTRACTOR]

DATED _____, 20__

1. Contractor agrees that it will purchase and maintain at all times during the Term of the Contractor Right of Entry Agreement (the "Agreement") of even date herewith and for two years after completion of its Spoils removal and hauling activities, the policies of insurance set forth below. All required insurance shall be effected under valid and enforceable policies issued by insurance companies authorized to do business in the state(s) in which the services are to be performed, rated no less than A VII as shown in the most current issue of A.M. Best's Key Rating Guide, and which are acceptable to Owner. Contractor's insurance will be primary to and shall seek no contribution from any applicable insurance carried by any additional insured party.

TYPE OF INSURANCE REQUIRED	MINIMUM LIMIT
Worker's Compensation, including Occupational Disease Insurance, as required by law	**Statutory**
Employer's Liability per accident, per disease and per employee	**$1 million**
Commercial General Liability for bodily injury, personal injury and property damage, with a severability of interests clause, and including, without limitation, the following coverages: operation/premises, independent contractors liability, completed operations, products liability, explosion, collapse and underground property damage, broad form property damage, mobile equipment liability, and blanket contractual liability insurance to cover the liability of Contractor and its subcontractors	**$1 million each occurrence**
Business Automobile Liability for all owned, non-owned and hired mobile equipment liability	**$1 million combined single limit each occurrence**
Pollution Liability Insurance (sudden and accidental) bodily injury and property damage	**$1 million combined single limit**
Commercial Excess Indemnity (Umbrella) Liability for bodily injury, personal injury and property damage, at least excess over the coverages outlined above	**$4 million each occurrence**

2. Failure to obtain and maintain the required insurance shall constitute a breach of the Agreement and Contractor will be liable for any and all costs, liabilities, damages, and penalties resulting to Owner from such breach, unless a written waiver of the specific insurance requirement is provided to Contractor by Owner.

3. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Agreement, any other agreement with Owner, or otherwise provided by law.

4. A certificate of insurance in the form attached to the Agreement as Exhibit B, and a copy of the endorsements listed below (if required by Owner prior to the commencement of any work), must be delivered to the Project Manager. The certificate must state coverage will not be altered, cancelled, or allowed to expire without thirty (30) days' written notice by registered mail to Contractor.

5. Additional Insureds: Contractor's commercial general liability and automobile policies must be endorsed to name McMaster-Carr Supply Company and its designees as Additional Insureds . Additional insured status must be provided on ISO form CG 20 26 04 13, and confirmation of primary and noncontributory liability must be provided on ISO form CG 20 01 04 13. The commercial general liability policy and the business automobile liability policy must each contain a waiver of subrogation clause.

6. Failure of Contractor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of these insurance requirements shall not be deemed to be a waiver by Owner of any of the terms and conditions of the Agreement, nor shall it be deemed to be a waiver of the obligation of Contractor to indemnify, defend, and hold harmless Owner as required under the Agreement. Nor shall commencement of operations without the required evidence of insurance, or without compliance with any other provision of the Agreement, constitute a waiver by Owner of any rights in the Agreement.

7. If Contractor fails to comply with these insurance requirements, Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that Owner shall have no obligation to do so and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such costs incurred by Owner shall be promptly reimbursed by Contractor.

8. Any subcontractors must provide evidence of insurance substantially equivalent to the insurance required to be obtained by Contractor before they will be permitted to enter the Property.

Capitalized terms used but not defined in this Insurance Specifications Exhibit shall have the meanings ascribed to such terms in the Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Broker's name here	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
Vendor	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [x] OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $$$$$
							MED EXP (Any one person)	$ $$$$$
							PERSONAL & ADV INJURY	$ $$$$$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[x] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ $$$$$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[x] ANY AUTO	Y	Y				BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	[x] HIRED AUTOS ONLY / [x] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	[x] UMBRELLA LIAB [x] OCCUR	Y	Y	Select either Umbrella or Excess if umbrella, then specify that umbrella follow form in the description of operations section below			EACH OCCURRENCE	$ 4,000,000
	[x] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[x] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	Y				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate holder will be provided a 30 day notice of cancellation on all policies above

CERTIFICATE HOLDER	CANCELLATION
McMaster Carr Supply Company 600 N County Line Rd Elmhurst IL 60126	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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S.P. 107 INSURANCE

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

J. ADDITIONAL INSURED PROTECTION

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of the Illinois Department of Transportation (IDOT), the Cook County Department of Transportation and Highways, the City of Northlake, City of Elmhurst, Village of Hillside, and the Village of Berkeley. The Contractor's Insurance coverage, required by and in conformance with Article107.27(j) of the Illinois Tollway Supplemental Specifications, shall include the agencies specified herein, its agents and employees as additional insureds, or provide a separate owner's protective policy of equal limits of coverage for each agency.

S.P. 107.1 ENGINEERING PROFESSIONAL LIABILITY

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

Pay Item No.	Description
50100300	REMOVAL OF EXISTING STRUCTURES NO. 1
50100400	REMOVAL OF EXISTING STRUCTURES NO. 2
52200020	TEMPORARY SOIL RETENTION SYSTEM
JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE
JT570P21	PERFORMANCE BASED RETAINING WALL, NO. 1

S.P. 107.2 ENVIRONMENTAL PROTECTION

NOT USED

S.P. 107.3 RAILROAD PROTECTIVE LIABILITY INSURANCE

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of Union Pacific Railroad. Each of these entities require railroad protective insurance be in place prior to the Contractor beginning work. Their requirements are as follows:

S.P. 107.3.1 RAILROAD PROTECTIVE LIABILITY INSURANCE – Union Pacific Railroad

Union Pacific Rail Road (UPRR)
Per Occurrence Insurance Limit: $5,000,000
General Aggregate: $10,000,000
https://www.up.com/real_estate/rrinsurance/liability_insurance/index.htm

Requirements:
The Railroad Protective Liability Program for utility crossing removal/construction, requires the completion of the appropriate Application to obtain a quote. See the UPRR website for additional information and current application forms:

Pay Item No.	Designation	Incidental Work
20200100	EARTH EXCAVATION	Removal of all shrubs, brush, debris (including rock, bottles, etc.), vegetation and trees <6" in diameter within the grading limits as required for all construction operations. Ducts and cables from abandoned fiber optic or electrical systems. Removal of existing coarse aggregate or riprap.
20100110 20100210	TREE REMOVAL	Restoration and cleaning of work areas.
20400100	BORROW EXCAVATION	Maintenance of existing erosion control measures or replacement of erosion control measures in the location of the WA (I-490) roadway embankment as shown in the plans.
50100300	REMOVAL OF EXISTING STRUCTURES NO. 1	Removal of existing gutter along the top of the existing retaining wall.
50100400	REMOVAL OF EXISTING STRUCTURES NO. 2	Removal of existing gutter along the top of the existing retaining wall. Place and compact existing select backfill in the area where soil reinforcement is removed for future installation of the ComEd Tower Foundation by others. Excavation and backfilling in front of the existing MSE wall as required for future installation of the ComEd Tower Foundation by others.
50200100	STRUCTURE EXCAVATION	From material excavated in Structure Excavation, transporting suitable excavated material to embankment locations throughout limits of the contract.
50300225	CONCRETE STRUCTURES	Preformed Joint Filler and Cement Flat Head Nails used in concrete cap expansion joints on permanent sheet pile walls. Preformed Joint Filler, Cement Flat Head Nails and 6" Hollow Bulb Dumbbell Type, Nonmetallic Water Seal used in expansion joints on soldier pile wall concrete facing. Wall TS32.60R,SB concrete facing Simulated Limestone Form Liner and Concrete Stain for Form Liner.

550A0120 550A0340 550A0360 550A0380 550A0450 X5500452 X5500458	STORM SEWERS	Connection of existing storm sewers to proposed drainage structures.
60218400 60224446 60224459 JI602115 JI680121 JI680125 JI680135 JI680142 JI680148	DRAINAGE STRUCTURES FOR STORM SEWER SYSTEMS HEADWALL AND SLOPEWALL	Whenever, during construction operations, any loose material is deposited in the flow line of drainage structures such that the natural flow of water is constricted, it must be removed at the close of each work day. At the conclusion of construction operations, all drainage structures must be free from dirt and debris. Maintain drainage flows at all times during the performance of the work. Methods used by the Contractor shall be subject to the approval of the Engineer. Connection of proposed end treatments or temporary drainage structures to existing storm sewers.
63200310	GUARDRAIL REMOVAL	Guardrail reflector marker removal.
JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	Preformed Joint Filler, Cement Flat Head Nails and 6" Hollow Bulb Dumbbell Type, Nonmetallic Water Seal used in expansion joints in the concrete cap. Drainage system as required by design.
JS280180 JS280210	INLET PROTECTION	Removing and reinstalling inlet protection devices to accommodate drainage structure adjustment

TW-7-16-082	7/3/2019	

However, the Illinois Tollway reserves the right not to issue the Notice to Proceed until sufficient right-of-way, as deemed by the Engineer, is available for commencement of the Work. In any event, there shall be no damages or additional compensation due to the Contractor for delays due to delay in furnishing the right-of-way, and the Contractor's sole remedy, where applicable, shall be an extension of time.

S.P. 119 AVAILABLE GEOTECHNICAL INFORMATION

The following is a listing of the geotechnical reports that are available for review at the online Illinois Tollway Plan Room.

- **Structural Geotechnical Report (Draft) - Retaining Wall TS32.60R,SB – Tri-State Tollway (I-294) - Sta. 11721+30 through Sta. 11725+69**
- **Structural Geotechnical Report - Retaining Walls TS31.97R,SB(R) and TS32.10R, NB(R) – Construction Contract No. I-18-4446**
- **Geotechnical Report – McMaster-Carr Expansion – 600 N. County Line Road, Elmhurst, IL**
- **Geotechnical Report – Uncontaminated Soil Evaluation Report and Soil Characterization Results for McMaster Carr Expansion in Elmhurst, IL**

S.P. 120 AVAILABLE REPORTS

NOT USED

TREE PRUNING

Description. This Work shall consist of pruning branches of existing trees to avoid obstruction with the future work as shown on the plans or as directed by the Engineer. This work shall be performed in accordance with Section 201 of the Standard Specifications except as herein modified.

Add the following to Article 201.03:

> "Mechanical equipment shall not be used in areas of standing water. Written permission from the Engineer is required prior to opening, lowering or otherwise disturbing existing right-of-way fencing or other permanent fencing to access work."

Add the following to Article 201.04:

> "The Contractor shall comply with Illinois Department of Agriculture (IDOA) and the United States Department of Agriculture (USDA) quarantine requirements, guidance and restrictions for tree removal and disposal of vegetation.
>
> The Contractor shall maintain vigilance to minimize the spread of Emerald Ash Borer (EAB), other pests and invasive weeds during removal, storage and disposal operations.
>
> Refer to the Illinois Department of Agriculture website at www.illinoiseab.com for additional information on Emerald Ash Borer."

Delete the las sentence of Article 201.06(b).

General Requirements. Before proceeding with the work, Contractor shall survey the trees which are located outside the Illinois Tollway right-of-way that have branches crossing over the Illinois Tollway property line.

An International Society of Arboriculture certified Arborist shall be consulted by the Contractor for any tree pruning/trimming work. The Arborist shall provide the proposed techniques to be used, manner of tree protection, assessment of whether the necessary pruning will either damage or kill the tree, and any other pertinent information for the Illinois Tollway's review and approval.

Submittal. Within 7 days of Notice to Proceed the Contractor shall provide a complete list including locations, estimated sizes, types and condition of the existing trees proposed for pruning to the Engineer for Illinois Tollway approval.

The Contractor must obtain the written approval from the Illinois Tollway before proceeding with the work.

Method of Measurement. This work will be measured according to Article 201.10 of the Standard Specifications.

Basis of Payment. This work will be paid according to Article 201.11 of the Standard Specifications.

Pay Item Number	Designation	Unit of Measure
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH

McMaster-Carr Supply Company Borrow Site

Description. This work shall consist of excavating suitable materials obtained from the McMaster-Carr Supply Company Borrow Site in the northwest corner of the McMaster-Carr Supply Company property at the current "Dixon Building" location and hauling the materials to the limits for the WA (I-490) roadway embankment construction as shown on the plans.

The construction of the WA (I-490) roadway shall be constructed with embankment meeting the requirements for Zone A as specified in the Special Provision for EMBANKMENT (Illinois Tollway).

If unsuitable material is encountered, it shall be removed from the Tollway property in accordance with Section 202 of the Standard Specifications.

The Contractor shall be responsible for the maintenance of haul roads for the duration of excavating and hauling materials from the borrow site. The Contractor shall be responsible for maintaining the existing erosion control measures in the WA (I-490) embankment location or replacing with new erosion control measures as shown on the plans.

The Contractor shall provide flaggers to ensure safe operations for vehicles entering and exiting the borrow site.

The Contractor shall comply with SP 106.10 for coordination and right-of-entry requirements onto the McMaster-Carr Supply Company property.

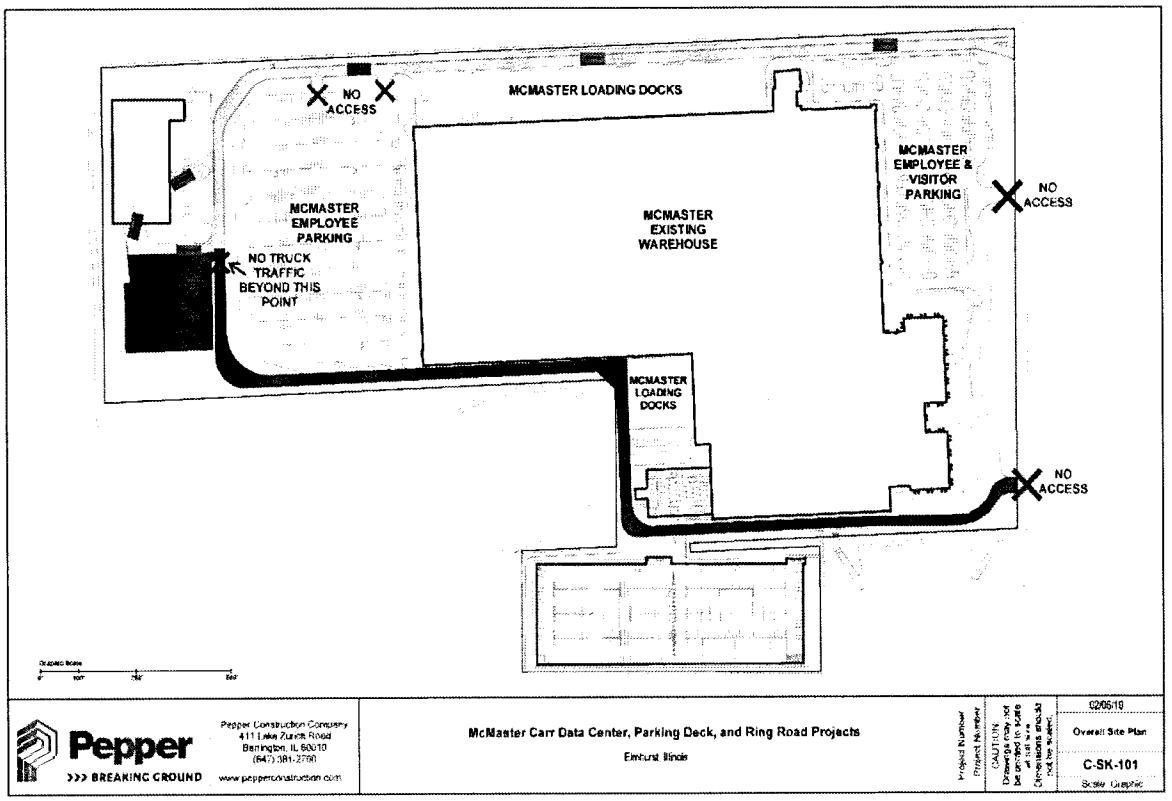
- The Contractor shall utilize the McMaster-Carr north entrance only for access to and from the site.
- Trucks may utilize the 3 existing ramps along the east side of the stockpile.
- Clear access to the McMaster-Carr loading docks must always be maintained. At no time are trucks allowed to block access to these areas. This includes, but is not limited to, temporary staging, queuing of trucks, parking and standing.
- Trucks are not allowed to queue in the Ring Road or parking lots.
- Existing SWPPP measures installed, by others, at the borrow site must not be disturbed.
- Trucks shall stay on the building concrete slab to limit debris on Ring Road.

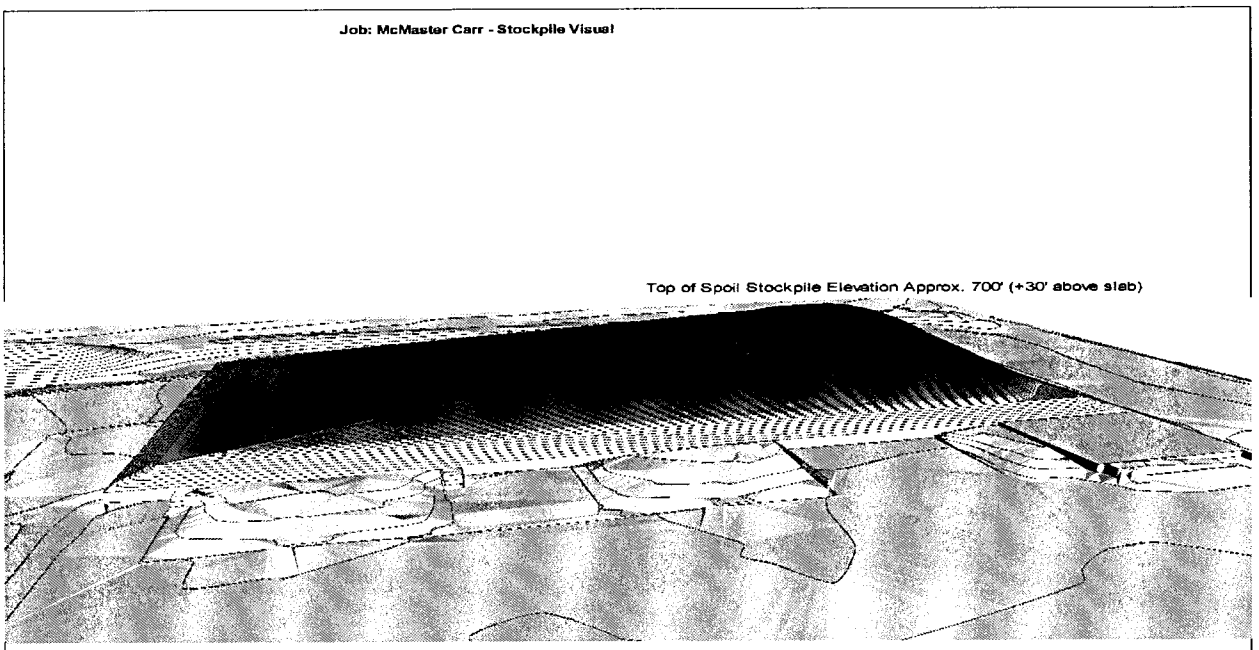
This work shall be completed according to the applicable portions of Sections 202, 204, 205 and 701 of the Standard Specifications, the Special Provision for EMBANKMENT (Illinois Tollway), the Special Provision for ALLOWANCE FOR HAUL ROAD MAINTENANCE, the Special Provision for EMBANKMENT MODIFICATION (Illinois Tollway), and as noted herein.

Method of Measurement. This work will be measured by taking cross sections of the existing WA (I-490) embankment before the work is started and again after it has been completed. The volume, in cubic yards, of material moved will be computed by the method of average end areas. The work will include excavation of material, hauling the materials to the WA (I-490) embankment location, constructing the WA (I-490) roadway embankment, haul road maintenance, and erosion control measures maintenance or replacement for the WA (I-490) embankment.

Basis for Payment. This work will be paid at the Contract unit price per cubic yard for BORROW EXCAVATION.

Pay Item Number	Designation	Unit of Measure
20400100	BORROW EXCAVATION	CU YD





McMaster Carr - Potential Spoil Stockpile 3D Visual

AGTEK

EMBANKMENT MODIFICATION (Illinois Tollway)

Effective: May 15, 2017
Revised: November 30, 2017

Description. This work shall consist of the chemical treatment of suitable but excessively moist embankment soils that require modification using a modifier (lime or fly ash).

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

Item	Article/Section
(a) Fly Ash	1010.02
(b) Hydrated Lime	1012.01
(c) By-Product, Non-Hydrated Lime	1012.03
(d) Water	1002

Quicklime must meet the requirements of AASHTO M216.

Equipment. Equipment shall be in accordance with Article 302.03 of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

General. The modified soil shall be constructed when the temperature of the soil, measured 6 inches below the surface is above 45 °F and ambient air temperature is above freezing and rising. The modifier will not be applied to or mixed with frozen soil. The quantity of modified embankment constructed or treated must be limited to that which can be covered with subbase, base or pavement within the same construction season unless otherwise permitted by the Engineer.

Testing and Mix Design. The Contractor shall be responsible for all testing required to determine the chemical modifier type and optimum chemical modifier content. The modifier selection, laboratory testing, and mix design shall be performed by a firm prequalified in Geotechnical Services by IDOT. Particle size analysis shall be performed on the untreated soil according to AASHTO T 88. The Standard Dry Density and the Optimum Moisture Content of the soil-modifier mixture shall be determined according to AASHTO T 99 (Method C).

Lime shall be used as a modifier only when the soil has a minimum clay content of 15 percent, determined according to AASHTO T 88; and has a maximum organic matter content of 10 percent, determined according to AASHTO T 194.

Test results and the geotechnical consultant's recommendation for modifier type and content shall be submitted to the Engineer prior to use. The source or type of chemical modifier shall not be changed during the progress of the work without approval of the Engineer. A change in source or chemical type shall require a new mix design.

Application of Modifier. The modifier shall be applied uniformly as follows.

The surface of the grade shall be lightly scarified or disked prior to the distribution of the modifier. Such disking must break down any soil lumps so that at least 75% of the soil particles are less than one inch in any dimension. The modifier must then be distributed uniformly over the surface. The Engineer may reject any application procedure which does not provide even distribution of the

modifier.

The modifier must not be applied when wind conditions are such that blowing modifier becomes objectionable to adjacent property owners or creates a hazard to air traffic or to vehicular traffic on adjacent highways as determined by the Engineer.

The spreading of modifier must be limited to that amount which can be incorporated into the soil within the same working day.

The Contractor's Quality Control Plan shall include the methods to verify modifier application of the design amount (oven dry basis), treatment thickness, and required compaction.

Mixing. The modifier, soil and water (if necessary) must be thoroughly blended by rotary speed mixers or a disk harrow. The mixing must continue until it has been determined by the Engineer that a homogeneous layer of the required thickness has been obtained. The loose thickness of a single layer of modified soil must not exceed 8 inches if a disk harrow is used, or 14 inches if a rotary speed mixer is used.

Compaction. Compaction of soil modified with fly ash shall be completed no later than one hour after mixing begins.

Compaction of soil modified with hydrated lime or by-product non-hydrated lime shall be completed within the same day.

The modified soil shall be compacted to a minimum dry density, maximum moisture content, and stability in accordance with the Illinois Tollway special provision for Embankment. Aeration by means of further mixing, or the addition of water and further mixing, may be required by the Engineer to achieve the required compaction.

Method of Measurement. This work will be measured for payment as follows:

The processing work will be measured in embankment fill areas in cubic yards, complete in place.

Chemical modifiers will be measured for payment in tons. The modifier will be measured in trucks or freight cars. The Contractor shall furnish or arrange for use of scales of a type approved by the Engineer. When the modifier is shipped in trucks, it will be measured at the place of loading, at the place of unloading, or at such other place as the Engineer may designate. The Engineer may accept original signed freight bills in lieu of determining the weight.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for EMBANKMENT MODIFICATION.

FLY ASH and LIME will be paid for at the contract unit price per ton.

Pay Item Number	Designation	Unit of Measure
30201500	LIME	TON
JT900521	EMBANKMENT MODIFICATION	CU YD

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damage will be incidental to this item. The Contractor must maintain flow in the existing sewer at all times.

The Contractor must lamp the line to allow for visual inspection of the sewer, adding additional light sources if needed, as determined by the Engineer, to verify it is clean.

Acceptance: The Engineer retains the right to determine the acceptance or rejection of all work according to the terms of the Contract. In the event of rejection of completed work, corrective action is to be initiated within 48 hours of notice of rejection.

The Contractor will be paid for cleaning the sewer once. If additional cleaning is required after the initial cleaning operation, but before final acceptance of the storm sewer system construction, the Contractor must re-clean the sewer at no additional expense to the Tollway.

Measurement.
The actual length of sewer cleaned from center to center of manholes will be measured for payment in feet. Individual runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS TO BE CLEANED of the diameter specified within the plans. No separate payments will be made for the following:

- Activities necessary to provide visual evidence of the cleaned sewer line.
- Sewer flow control.

Pay Item Number	Designation	Unit of Measure
X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT

TRAFFIC CONTROL AND PROTECTION, (NON-EXPRESSWAY)

Work under this item will be performed in accordance with Section 701 of the Standard Specifications.

Description. This work shall be for the Maintenance of Traffic on IDOT, Cook County Department of Transportation and Highways and local municipality facilities and shall include furnishing, installation, maintenance, relocation and subsequent removal of all signs, signals, markings, traffic cones, barricades, warning lights, flaggers and other devices which are to be used for the purpose of regulating, warning or guiding traffic during the construction of this improvement.

A list of non-Illinois Tollway side streets and jurisdiction is provided below:

Side Street	Jurisdiction
Grand Avenue	IDOT
County Line Road	Cook County
Mount Prospect Road	Cook County
North Avenue	IDOT
Lake Street	IDOT

Side Streets	Access Jurisdiction
PARK AVE & VICTORIA AVE	BERKELEY
VICTORIA AVE	BERKELEY
VICTORIA AVE & SUPERIOR AVE	BERKELEY
VICTORIA AVE & HURON ST	BERKELEY
ATWOOD AVE & HARDING AVE	BERKELEY
VICTORIA AVE	BERKELEY
BOHLANDER AVE	BERKELEY
COOLIDGE AVE & ALBIN TERRACE	BERKELEY
BURR OAK AVE	BERKELEY
ELECTRIC AVE	BERKELEY
COOLIDGE AVE & ELM AVE	BERKELEY

General Requirements. Traffic Control shall be in accordance with the Section 701 of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, the Special Provision and any Special Details and Highway Standards contained herein and in the plans.

At the preconstruction meeting the Contractor shall furnish the name of the individual in his/her direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, this will not relieve the Contractor of the foregoing requirement for a responsible individual in his/her direct employ. The Contractor shall notify the Engineer two (2) weeks before commencing construction for changing traffic flow.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices as shown on the plans, or as directed by the Engineer. Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor shall cover all traffic control devices which may be inconsistent with traffic patterns during the transfer from one construction stage to another.

The Contractor's vehicle shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic and shall not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the right of way except in specific areas designated by the Engineer.

The Contractor shall immediately furnish a certified flagger or flaggers if, in the opinion of the Engineer, the Contractor's construction means or methods warrant. No additional compensation will be made for flaggers. If no flaggers are available, the Contractor shall cease operations until they become available.

AGGREGATE ACCESS ROAD

DESCRIPTION

This work shall consist of the constructing a permanent Aggregate Access Road to facilitate the construction and maintenance (by others) of proposed Comed Electrical Transmission Towers and foundations. The width, length, thickness and slope of the Aggregate Access Road will be as shown on the plans.

CONSTRUCTION REQUIREMENTS

The area of the Aggregate Access Road shall be graded to meet final subgrade grade minus the thickness of the aggregate. The subgrade shall be prepared according to Section 301, except Articles 301.5 and 301.6 will not apply. Any locations of soft or unstable soils shall be removed and replaced with embankment per direction of the Engineer. Subgrade Filter Fabric shall be placed prior to the installation of the first lift of aggregate. The aggregate shall be constructed in lifts or not more than 6 inches thick when compacted, except that if tests indicate the desired results are being obtained, the compacted thickness of any lift may be increased to a maximum of 8 inches.

Each lift of material shall be compacted with a tamping roller, a pneumatic-tired roller, a vibratory machine, or a combination of any of the three, until the compaction has been approved by the Engineer. If the moisture content of the material is not such as to permit satisfactory compaction during the compacting operations, water shall be added in such quantity that satisfactory compaction can be obtained. The top lift shall be given a final rolling with a three-wheel or tandem roller.

If any subgrade material is worked into the aggregate during the compacting or finishing operation, all granular material within the affected area shall be removed and replaced with new aggregate.

MATERIALS

The aggregate shall be Course Aggregate CA-6 per Article 1004 of the Standard Specifications. No RAP Material will be allowed.

EQUIPMENT

Equipment shall be according to the following Articles of the Standard Specifications

Item	Article/Section
(a) Tamping Rollers	1101.01
(b) Pneumatic-Tired Rollers	1101.01
(c) Three-Wheel Rollers (Note 1)	1101.01
(d) Tandem Rollers (Note 1)	1101.01
(e) Vibratory Machine (Note 2)	
(f) Aggregate Spreaders	1102.04

Note 1. Three-wheel or tandem rollers shall weigh from 6 to 10 tons and not less than 200 lb./in. nor more than 325 lb./in. of width of roller.

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J-109 R THROUGH J-130 R

NEXT SHEET IS J-131

Add the following to Article 406.14 of the Standard Specifications:

"WMA test strips will be evaluated for payment at the contract unit price each for CONSTRUCTING WARM MIX ASPHALT TEST STRIP, according to the following:

(a) If the WMA placed during the initial test strip is determined to be acceptable, the mixture and test strip will be paid at the contract unit prices.

(b) If the WMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within the tolerances of the JMF, the initial mixture and test strip will not be paid for and shall be removed at no additional cost to the Illinois Tollway. An additional test strip will be paid for in full, if produced within the JMF tolerances.

(c) If the WMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within the tolerances for the JMF, the mixture shall be removed. Removal will be paid for according to Article 109.04 of the Tollway Supplemental Specifications. This initial mixture and test strip will be paid for at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip.

(d) If the WMA placed during a test strip is determined to be acceptable to remain in place by the Engineer and the Engineer deems a new start-up is required for any reason, the initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price and any additional test strips will be paid for at one-half the unit price for each test strip.

(e) If the Contractor requests and is granted approval for a mix design other than the initial approved WMA mix design, he/she shall construct a test strip for the new mix design at no additional cost to the Illinois Tollway.

Add the following to Article 406.14 of the Standard Specifications:

"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."

Pay Item Number	Designation	Unit of Measure
JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON

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TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE

Description. This work shall consist of designing, furnishing, and installing the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal. The design submittal shall include all shop drawings and design computations prepared and sealed by an Illinois licensed structural engineer. The temporary soil retention system shall remain in place at the completion of this contract for use in future construction.

Work under this item shall be in accordance with Section 522 of the Standard Specifications, as shown on the plans, and as modified herein. The required design-life of the temporary soil retention systems to remain in place are summarized in the table below:

COMED TOWER/ TSRS NO.	REQUIRED DESIGN-LIFE
31	5 Years
30	5 Years
27	5 Years
28	5 Years
22	1 Year
18	1 Year
17	1 Year
16	5 Years

Basis of Payment. This work will be paid for at the contract unit price per square foot for TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE.

Pay Item Number	Designation	Unit of Measure
JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	SQ FT

60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH
JI602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH

FENCE TO BE REMOVED AND RE-ERECTED

Description. This work shall consist of the removal and re-erection of an existing fence as shown in the Plans or as directed by the Engineer.

CONSTRUCTION REQUIREMENTS

Removal. In the removal of existing fence, the Contractor shall separate and remove all fence fabric and tension wires from the posts within the areas specified, or as directed by the Engineer, in a manner that will not damage the remaining areas of the fence.

Existing posts shall be pulled in a manner that will not cause damage to the posts.

The existing fence shall be removed and re-erected at the end of the work day, or whenever work performed in the areas that have had the fence removed cannot be completed before the end of the day, a temporary fence shall be installed by the Contractor at the end of that day. Temporary fencing shall be inspected daily by the Contractor. Maintenance shall be checked on a daily basis, and kept up by the Contractor so long as the temporary fence is in use. Permanent and temporary fence ends shall be securely fastened together by steel wire in such a manner as to prevent casual dismantling of the temporary fence. No gaps shall be left between ends of the fence. Removal of the temporary fence shall occur at the time of the fence re-erection. Furnishing installing, and removing temporary fence as herein specified shall be at no additional cost to the Illinois Tollway.

Any damage to Illinois Tollway property or to other public or private property which results from the removal of existing fence shall be repaired by the Contractor to the satisfaction of both the Engineer and the property owner at no additional cost to the Illinois Tollway.

Re-erect. The fence shall be re-erected according to the Special Provision for RIGHT-OF-WAY FENCE, TYPE 1.

Method of Measurement. This work will be measured in feet.

Basis of Payment. This work will be paid at the contract unit price per foot for FENCE TO BE REMOVED AND RE-ERECTED.

Pay Item Number	Designation	Unit of Measure
JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT

MAINTENANCE OF TRAFFIC

DESCRIPTION

This item shall pertain to traffic control on the Tri-State Tollway (I-294) for the following locations:

- Mainline and ramps – refer the plans for more details

and shall be performed in accordance with Section 701 of the Illinois Tollway Supplemental Specifications except as modified herein.

GENERAL REQUIREMENTS

Traffic control and protection along I-294 is required for the roadway shoulder construction work. The Traffic control and Protection shall be in accordance with the Maintenance of Traffic General Notes, MOT Sequencing Notes, Plans, Details, and the following additional requirements:

Devices: Per Illinois Tollway Supplemental Specifications, Article 701.03 except modified as shown below and to include the following additions.

Plastic Drums: The Contractor shall use plastic drums as the type of channeling device on I-294. Type II barricades may not be used in lieu of drums.

The Contractor shall remove or cover all conflicting existing signs for the duration of the construction. The Contractor shall submit the method in which the signs will be covered to the Engineer for approval.

No permanent lane closures or shifts of traffic will be allowed on Illinois Tollway routes prior to April 1 without approval by the Engineer.

All signs shall be considered included in the MAINTENANCE OF TRAFFIC pay item JS701010.

COORDINATION

Per Illinois Tollway Supplemental Specifications, Article 701.04 (a) except as modified herein.

If an alternate traffic pattern is required within the contract, the Contractor shall submit a maintenance of traffic deviation plan, 21 days prior to the changes for approval by the Illinois Tollway. In addition, the Contractor is required to attend a maintenance of traffic meeting arranged by the Illinois Tollway Construction Manager with representatives of the Illinois Tollway to review the proposed changes in the maintenance of traffic 2 days prior to the implementation of the new maintenance of traffic stage change.

Traffic staging, lane closures, the placement and removal of signs, pavement striping or the placement and removal of other traffic control devices within the limits of this Contract shall require coordination with other contracts in adjacent sections. The requirements of Article 105.08 of the Illinois Tollway Supplemental Specifications will apply. Should a conflict arise between contracts with respect to sequences of construction or maintenance of traffic requirements, said conflicts shall be resolved by or at the direction of the Engineer.

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

The Contractor shall be required to complete all repairs during each night's work. Excavated concrete patch locations must be filled each night. Traffic is not permitted on uneven pavement surfaces.

NON-COMPLIANCE

Should the Contractor fail to re-open lanes of traffic, in accordance with the above time limits, the Contractor shall be considered Non-Compliant with the Maintenance of Traffic Specification, per Article 701.01 (b) (1) & (2) of the Illinois Tollway Supplemental Specifications. For this Contract, it is understood "incident" is defined as every 10-minute interval, or portion thereof, where the Contractor fails to re-open the lanes of traffic by the time limit specified.

HOLIDAY PERIODS

Per Article 701.12 of the Illinois Tollway Supplemental Specifications with the following additions:

Period	Dates	Times
Labor Day Weekend 2019	August 30, 2019 to September 3, 2019	12:00 noon, Friday to 9:00 A.M. Tuesday

METHOD OF MEASUREMENT

This work shall be not be measured for payment but as part of the LUMP SUM for MAINTENANCE OF TRAFFIC.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per LUMP SUM for MAINTENANCE OF TRAFFIC.

Pay Item Number	Designation	Unit of Measure
JS701010	MAINTENANCE OF TRAFFIC	L SUM

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J-194 R THROUGH J-198 R

NEXT SHEET IS J-199

ALLOWANCE FOR HAUL ROAD MAINTENANCE

Description. This Special Provision establishes a budgetary allowance for work to repair any haul road(s) used for the work involving the material at the McMaster-Carr Supply Company Borrow Site, as described in the special provision, McMaster-Carr Supply Company Borrow Site, to be performed by the Contractor, the scope of which cannot be determined at the time of submittal of the Proposal.

HAUL ROAD MAINTENANCE will be paid for on a force account basis, Payment for Extra Work as described in the Illinois Tollway Supplemental Specifications, including mobilization to account for the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

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

Method of Measurement. This work will not be measured for payment.

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

Pay Item Number	Designation	Unit of Measure
JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT

CLEARING

Description. This Work shall consist of the removal and proper disposal from the construction site of all existing saplings, logs, brush, accumulation of rubbish of whatever nature, and other unsuitable or perishable material that the Engineer may direct to be removed from the right-of-way. Clearing shall also include protecting from injury or defacement during construction, of all trees, shrubs, or other objects or designated by the Engineer to be preserved.

Construction Requirements. Clearing shall be completed within the limits of construction sufficiently in advance of work under any other pay item to allow for orderly inspection of the work. Perishable material within the construction limits, including saplings, shall be removed and not used in The Work, except that roots which will be buried five feet or more below the surface of the subgrade may be allowed to remain provided they are cut flush with the existing ground. Saplings, and brush, designated on the Plans or directed by the Engineer to be removed, shall be cut flush with the ground and the resulting material disposed of.

Sapling shall be defined as a woody, perennial plant having a main stem or trunk, the diameter of which is 6 in. or less at a point 4.5 ft. above the highest ground level at the base of the plant.
All depressions resulting from clearing operations shall be backfilled with suitable material and compacted in accordance with the applicable portions of Articles 205.04 and 205.06 of the Standard Specifications, or as directed by the Engineer.

Disposal of Cleared Material. All cleared material shall be disposed of in according with Article 202.03 of the Standard Specifications.

Protection of Trees and Shrubs. Trees, shrubs, or other objects designated on the plans or by the Engineer to be preserved shall be adequately protected from damage before and during construction.

Method of Measurement. This work will be measured for payment in acres.

Basis of Payment. This work will be paid at the contract unit price per acre for CLEARING.

Pay Item Number	Designation	Unit of Measure
JT201008	CLEARING	ACRE

TEMPORARY CONSTRUCTION FENCE

Description: This work shall consist of furnishing, and installing TEMPORARY CONSTRUCTION FENCE at the locations shown on the plans and as directed by the Engineer in accordance with Section 201 of the Standard Specifications. TEMPORARY CONSTRUCTION FENCE shall be orange in color, and all limits shall be approved by the Engineer. The Contractor shall submit a material sample of the fencing to the Engineer for approval. The temporary construction fence shall be removed at the completion of the contract.

Method of Measurement: This work will be measured for payment in feet complete in place.

Basis of Payment; This work will be paid for at the contract unit price per foot for TEMPORARY CONSTRUCTION FENCE, which price shall include all labor, material, and equipment necessary to complete this work as specified herein.

Pay Item Number	Designation	Unit of Measure
JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT

EMBANKMENT (ILLINOIS TOLLWAY)

Effective: April 16, 2014
Revised: November 30, 2017

Description. The work shall consist of the construction of embankments by depositing, placing, and compacting earth, stone, gravel, or other materials of acceptable quality above the natural ground surface or other surface. This work also includes modifying the moisture content of the suitable embankment material to achieve the specified compaction by drying, adding water, or by chemical treatments.

The work shall be in accordance with Sections 202, 204, and 205 of the Standard Specifications except as modified herein, and in accordance with the Illinois Tollway special provision for Embankment Modification when chemical treatments are applied.

Embankments shall be constructed in zones in accordance with the Plans.

1. Zone "A" Embankment is defined as the structural embankment required for support of the roadbed.

2. Zone "B" Embankment consists of those portions of the complete embankment lying between the foreslopes of Zone "A" Embankment and the neat line slopes of the complete embankment section. Zone "B" Embankment is only allowed within the extents shown on the plans for roadways, right-of-way and infields under Illinois Tollway jurisdiction.

Material.

1. <u>Embankment Source Submittal Requirements</u>

Unless otherwise specified in the contract plans, proposed earth excavation, borrow excavation and furnished excavation locations are to be designated by the Contractor and approved by the Engineer prior to their use.

The Contractor shall submit the following information to the Engineer for approval no later than 30 days prior to the planned start of work at each area:

a) Location map for the proposed excavation:
    a. Property boundaries
    b. Planned excavation extents
    c. Access locations
    d. Planned depths and quantity of excavation
    e. Contractor's proposed sampling locations for geotechnical and environmental testing.
b) Narrative describing the planned use, schedule and quantities planned for the excavation.
c) Written permission for the Illinois Tollway and Engineer to enter the non-job site property to collect earth excavation and furnished excavation soil samples for geotechnical and environmental testing.

2. Zone "A" Embankment Material

Zone "A" Embankment material shall be as required in Sections 202, 204, and 205 of the Standard Specifications, except as follows.

All onsite material used for Zone "A" Embankment must be approved by the Engineer prior to placing. Where furnished excavation is used, the excavation source location, excavation plan, and material must be approved by the Engineer in writing prior to any offsite work.

a) The laboratory Standard Dry Density shall be a minimum of 98 lb/cu ft when determined according to AASHTO T 99 (Method C).

b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).

c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 feet of soil not considered detrimental in terms of erosion potential or excess volume change.

   1. A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve as tested per AASHTO T 27/T 11.

   2. A plasticity index (PI) of less than 12 as tested per AASHTO T 90.

   3. A liquid limit (LL) in excess of 50 as tested per AASHTO T 89.

d) For each test method listed in Items a through c above, one test will be performed for every 5000 cubic yards of embankment, or as required by the Engineer.

e) Reclaimed asphalt pavement shall not be used within the ground water table or as a fill if ground water is present.

f) In areas supporting roadway pavement and structures, the placement of reclaimed asphalt pavement shall only be allowed when ambient air temperature is 40°F and rising.

g) The reclaimed asphalt pavement used shall be according to the current IDOT Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

Zone "A" Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Engineer a minimum of 14 days prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given. The Engineer may collect independent soil samples and perform confirmatory tests prior to approval.

3. Zone "B" Embankment Material

Zone "B" Embankment material shall be free from stumps, large roots, frozen materials and chemical contaminants which inhibit the growth of vegetation. Excess topsoil and material not suitable for placement in Zone "A" Embankment may be used in Zone "B" Embankment.

Construction Requirements

1. Placing Zone "A" Embankment Material

   Zone "A" Embankment material shall be placed in accordance with Article 205.04 of the Standard Specifications, with the following additional requirements.

   In addition to Article 202.03 of the Standard Specifications, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6-inch lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches.

   When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

   The requirement for embankment stability in Article 205.04 of the Standard Specifications will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches per blow.

2. Placing Zone "B" Embankment Material

   Zone "B" Embankment material shall be deposited in uniform layers not to exceed 8 inches in loose depth for the full width of the zones, except that wet material shall be placed in layers not exceeding 6 inches in depth and successive layers of wet material shall not be placed. Each lift shall be thoroughly compacted before the next lift is started.

   Layers of drier material shall be alternated with layers of wetter material. The level of Zone "B" Embankment shall be kept lower than the elevation level of Zone "A" Embankment. Each layer of Zone "B" Embankment shall be "stepped" or "benched" a minimum distance of 2 feet into adjacent Zone "A" Embankment to prevent the formation of slippage planes between the two zones. When topsoil is used in Zone "B" Embankment, it shall be mixed prior to or during placement with other Zone "B" material to prevent the formation of slippage planes or zones of significantly different density.

   Rigid control of the moisture content of material placed in Zone "B" Embankment will not be required. However, if, in the opinion of the Engineer, material placed from Zone "B" Embankment is excessively wet, the material shall be allowed to dry before being compacted or a layer of drier material may be placed over the loose layer of wet material. The two layers shall then be mixed by disking, harrowing, or other means until a moisture content satisfactory to the Engineer is attained before compaction of the layer commences. If, in the opinion of the Engineer, material placed for Zone "B" Embankment is excessively dry, water shall be added and mixed into the layer by disking before compaction of the layer commences.

No embankment material that does not meet the requirements of Zone "A" embankment shall be imported to the project for use as Zone "B" Embankment", unless approved by the Engineer.

3. Compaction of Zone "A" Embankment Material

Zone "A" Embankment material shall be compacted in accordance with Article 205.06 of the Standard Specifications, except as follows.

Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.
a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Each lift of embankment material shall be disked sufficiently to break down oversized clods, mix the different materials, secure uniform moisture content, effectively drying as necessary, and ensure uniform density and compaction.

The Contractor shall disk and dry the embankment material to achieve proper moisture and density. The Contractor will be permitted to use an approved additive to effectively provide a quicker drying time. As soon as acceptable moisture contents are achieved, the Contractor must complete the compaction of the layer as specified herein and to the satisfaction of the Engineer. No separate payment will be made for this work.

If the Engineer approves the Contractor to place embankment with an excessively high moisture content (greater than 120 percent of the optimum moisture content at the time of placement), then the Contractor will be compensated in accordance with the Illinois Tollway special provision for Embankment Modification.

Compacting equipment, compacting operations, and modification procedures shall be coordinated with the rate of placing embankment so the required density is obtained.

4. Compaction of Zone "B" Embankment Material

Zone "B" Embankment material shall be compacted to not less than 80 percent of the standard laboratory density for the full width of the zone.

Method of Measurement. This work will not be measured for payment. Mechanical compaction will not be measured for payment.

Basis of Payment. This work and any disking and drying, additive or water applied will not be paid for separately but shall be considered as included in the various items of excavation, and their construction shall be included in the unit prices for those items.

When suitable embankment material with excessively high moisture contents at the time of placement are approved by the Engineer to be modified and placed, this work will be paid for according to the Illinois Tollway special provision for EMBANKMENT MODIFICATION.

EPOXY COATING ON REINFORCEMENT (ILLINOIS TOLLWAY)

Effective: April 29, 2013
Revised: June 17, 2015

Description. For work outside the limits of bridge approach pavement, all references in the IDOT Highway Standards and Standard Specifications for reinforcement shall be epoxy coated, unless noted on the plan. This includes dowel bars and tie bars in all pavement, shoulders, curb, gutter, combination curb and gutter and median; and chair supports for CRC pavement.

Reinforcement for IDOT Highway Standard drainage structures shall be as shown on the Standards, unless otherwise noted on the plans.

Pay Item Number	Designation	Unit of Measure
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND

Additional Pre-Demolition meetings may be required for subsequent phases of construction, or for phases that differ from the original demolition plan, as directed by the Engineer. Additional meetings may also be requested by the Contractor, and approved by the Engineer.

Pre-Demolition Site Meeting. A Pre-Demolition site meeting shall be held 24 hours prior to the commencement of the demolition work. The Engineer, Contractor, Demolition Contractor, and other parties as needed shall attend the meeting. The Demolition Contractor's Structural Engineer shall be available if needed. The intent of the meeting is to confirm preparations for implementation of the Contractor's demolition plan, to confirm environmental conditions are acceptable and to evaluate any potential revisions or adjustment in the implementation of the demolition plan.

Basis of Payment. This work will not be paid separately but shall be included in the applicable pay items according to Article 501.07 of the Standard Specifications.

Pay Item Number	Designation	Unit of Measure
50100300	REMOVAL OF EXISTING STRUCTURES NO. 1	LSUM
50100400	REMOVAL OF EXISTING STRUCTURES NO. 2	LSUM

RESTORATION OF WORK AREAS (TREE REMOVAL PLANS)

Description. This work shall consist of restoring the tree clearing areas as shown on sheets REM-01 through REM-06 occupied by the Contractor in connection with the Work.

This work shall include smoothing truck tire rutting, removing rubbish and excess material and cleaning the pavement from mud and dirt from the construction sites. This includes all points of access to the construction sites.

Before the final acceptance, the Contractor shall restore the areas in accordance with Article 104.06 and 107.20 of the Illinois Tollway Supplemental Specifications.

Method of Measurement. This work will not be measured for payment.

Basis of Payment. This work will not be paid for but shall be considered as included in the prices for various pay items.

TRAFFIC CONTROL PLAN (I-290)

Effective: September 30, 1985
Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:

701106	OFF-RD OPERATIONS MULTILANE, MORE THAN 15' AWAY
701400	APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY
701401	LANE CLOSURE, FREEWAY/EXPRESSWAY
701411	LANE CLOSURE, MULTILANE, AT ENTRANCE OR EXIT RAMP, FOR SPEEDS >45 MPH
701426	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS > 45 mph
701428	TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY
701901	TRAFFIC CONTROL DEVICES
704001	TEMPORARY CONCRETE BARRIER
782006	GUARDRAIL AND BARRIER REFLECTOR MOUNTING DETAILS

DETAILS:

TC-09	TRAFFIC CONTROL DETAILS FOR FREEWAY SINGLE & MULTI-LANE WEAVE
TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS
TC-12	MULTI-LANE FREEWAY PAVEMENT MARKING DETAIL
TC-17	PARTIAL RAMP CLOSURE DETAILS
TC-18	FREEWAY/EXPRESSWAY SIGNING FOR FLAGGING OPERATIONS AT WORK ZONE OPENINGS ON FREEWAYS/EXPRESSWAYS

SPECIAL PROVISIONS:

EQUIPMENT PARKING AND STORAGE (BDE)
LIGHTS ON BARRICADES (BDE)
PAVEMENT MARKING REMOVAL (BDE)
TEMPORARY PAVEMENT MARKING (BDE)
TRAFFIC CONTROL DEVICES – CONES (BDE)
TRAFFIC SPOTTERS (BDE)
TRAFFIC CONTROL PLAN (D1)
PUBLIC CONVENIENCE AND SAFETY (D1)

FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC

Effective: March 22, 1996
Revised: February 9, 2005

Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified under the Special Provisions for "Keeping the Expressway Open to Traffic", the Contractor shall be liable to the Department for the amount of:

One lane or ramp blocked = $ 3,000

Two lanes blocked = $ 5,000

Not as a penalty but as liquidated and ascertained damages for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. Such damages may be deducted by the Department from any monies due the Contractor. These damages shall apply during the contract time and during any extensions of the contract time.

Illinois Tollway

Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Pre-Bid Meeting/I-18-4446

MEETING DATE/TIME: April 23, 2019/2:00 P.M

CHAIRPERSON: Mike Wicks

LOCATION: Illinois Tollway

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Chris Mann	Estimator	Herlihy	630.803.8556	chrism@hmcco.net
2.	Ed Cox	Estimator	Dunnet Bay	630-539-1200	e.cox@dunnetbay.net
3.	Shamik Amin	Estimator	Judlau Contracting	630-387-6063	shamik.A@ohlna.com
4.	Brian Blahous	CCM	OMEGA	6307306605	bblahous@omegaassociates.co
5.	Patrick Burke	PM	K-Five Const	6307688672	patrickb@k-five.net
6.	Jim Kowalewski	ESTIMATOR	FH PASCHEN	773-444-3474	jkowalewski@fhpaschen.com
7.	DAVE TAGGART	PM	AECOM	312-273-3952	DAVE.TAGGART@AECOM.C
8.	Michelle Gross	Diversity	JW	1/9/6	mgross@getpass.
9.	PHIL GRIFFITH	~~[illegible]~~ Sr PM	WALSH	312-656-4952	PGRIFFITH@WALSHGROUP.COM
10.	Mike Wicks	PM	Tollway	XA927	mwicks@getipass.co
11.	Pat O'Brien	Engineer	Benesch	312 565-0450	pobrien@benesch.com
12.	Ryan Thady	DSE	Benesch	312 890 3677	rthady@benesch.com
13.	Ashley Fowler	DSE	BENESCH	312.565.0450	afowler@benesch.com
14.	Nabil Fahoum	DCM	AECOM	630 225-4416	nabil.fahoum@aecom.com
15.					
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Illinois Tollway

Capital Program

MEETING MINUTES

Meeting date | time 4/23/2019 2:00 PM | **Meeting location** *Tollway Administration Building, Conference Room 175*

Meeting Purpose: Pre-Bid Meeting, Contract I-18-4446

Chairperson: Mike Wicks, Tollway

Project No.: I-18-4446

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

PREPARED BY: Ryan Thady

ISSUE DATE: 5/8/19

Meeting called to order at 2:00 PM

Item No.	*Item Description*	*Responsibility*	*Due Date*
1.0	**Introductions & Roles** Introductions were briefly stated and general roles of all involved were noted.	N/A	N/A
2.0	**Project Description** Mike read the project description and work items that are part of Contract 4446. These items included: • Three permanent retaining walls • Eight Temporary Soil Retention Systems • Grading of 35 proposed ComED Electrical Tower foundations and associated access roads • Erosion control measures and landscaping improvements • Maintenance of Traffic operations • Drainage improvements • Addendum consisting of removal of median cross overs, removal of temporary lighting, modifications to the limits of the shoulder rehabilitation, tree removal and pruning and the required inclusion of borrow excavation.	N/A	N/A
3.0	**Project Schedule** The project schedule was presented. Some of the important dates noted include: a. End of Questions from Plan Holders – May 16, 2019 b. Bid Opening – May 30, 2019 c. Anticipated Notice to Proceed – August 5, 2019 d. Interim Completion (Tree Removal) – August 31, 2019 e. Interim Completion (Towers 1D to 3D and 7D to 15D) – October 4, 2019 f. Interim Completion (Towers 4D thru 6D) – November	N/A	N/A

MEETING MINUTES

Meeting date | time 4/23/2019 2:00 PM | **Meeting location** *Tollway Administration Building, Conference Room 175*

Meeting Purpose: Pre-Bid Meeting, Contract I-18-4446

Chairperson: Mike Wicks, Tollway

Project No.: I-18-4446

Item No.	*Item Description*	*Responsibility*	*Due Date*
	15, 2019 g. Substantial Contract Completion – April 3, 2020 h. Contract Completion – May 1, 2020		
4.0	**Special Items to Note** a. Coordination with utilities was noted– SP 106 b. Coordination with IDOT was noted – SP 106.1 c. Coordination with CCDTH was noted – SP 106.2 d. Coordination with Village of Berkeley was noted – SP 106.3 e. Coordination with City of Elmhurst was noted – SP 106.4 f. Coordination with City of Northlake was noted – SP 106.5 g. Coordination with Village of Hillside was noted – SP 106.6 h. Coordination with ComEd was noted – SP 106.7 i. Coordination with UPRR was noted – SP 106.8 j. Coordination with other contractors in adjacent contracts was noted – SP 106.9 k. Effects of the 21 day MOT meeting and permitting durations on the construction schedule should be noted.	N/A	N/A
5.0	**Revisions to Contract/Addendum** It was noted that the Addendum is expected to be issued May 8, 2019.	N/A	N/A
6.0	**Diversity** It was noted that the goals were as follows: a. DBE – 22.00% b. VOSB – 2.00% c. BCP - $325,000 d. EEO Goal – 19.6%	N/A	N/A
7.0	**List of Bidder Questions** Questions to be sent to Mike Wicks prior to 2:00pm on May 16, 2019.	N/A	N/A
8.0	**Other Items or Questions**	N/A	N/A

Illinois Tollway

Capital Program

MEETING MINUTES

Meeting date | time 4/23/2019 2:00 PM | **Meeting location** *Tollway Administration Building, Conference Room 175*

Meeting Purpose: Pre-Bid Meeting, Contract I-18-4446

Chairperson: Mike Wicks, Tollway

Project No.: I-18-4446

Item No.	*Item Description*	*Responsibility*	*Due Date*
	The following questions were asked during the pre-bid meeting. 1. Q: Why is there a change to the project schedule? A: The project schedule has been changed to accommodate the change of scope due to the forthcoming addendum.		

Next Meeting: N/A

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

Cc: Attendees and Distribution List

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I-18-4446, RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION

Date: May 8, 2019
Re: Request for Information Received from Plan Holders

JI706282 Temporary Impact Attenuators To-Remain-in-Place:

QUESTION #1
This item is a permanent unit identified as temporary pay item. Please confirm that the Tollway will assume responsibility, after installation, of the temporary attenuators to remain in place.

ANSWER #1
No. The Illinois Tollway will assume responsibility at the contract completion and after inspection of the temporary impact attenuator. From the start of the contract until it is transferred to the Illinois Tollway, it will be the responsibility of the contractor.

QUESTION #2
Please confirm repairs, if any, will be paid under pay item JT154008 Unforeseen Additional Maintenance of Traffic or Article 109.04 "Force Account" basis.

ANSWER #2
Repair of the attenuator from the start of the contract until the contract completion when the attenuator is transferred to the Illinois Tollway will be responsibility of the Contractor.

70600280 Temporary Impact Attenuators Severe Use:

QUESTION #3
Please confirm repairs, if any, will be paid under pay item JT154008 Unforeseen Additional Maintenance of Traffic or Article 109.04 "Force Account" basis or will JT154006 Temp Impact Atten Replacement/Repair and JT154007 Temporary Concrete Barrier Replacement/Realignment be added to the contract pay items?

ANSWER #3
Items JT154006 and JT154007 will not be added to the contract. The Temporary Concrete Barrier and the Temporary Impact Attenuator are the property of the Contractor, as such the repair and/or replacement is the responsibility of the contractor.

JI664400 ROW Fence Removal:

QUESTION #4
Please confirm that Pay Item JT900202 Temporary Construction Fence will be utilized for temporary fence in areas where ROW Fence has been removed.

ANSWER #4
The drawings include locations and associated pay items of fence installation related to ROW fence replacement. TEMPORARY CONSTRUCTION FENCE will not be utilized to supplement areas where existing ROW fence is called for removal. General Note 4 on Plan Sheet 4 refers to removal of fence for the Contractor's access. In this instance, any fence that is used to temporarily secure the site will not be measured for payment but the pay item FENCE TO BE REMOVED AND RE-ERECTED will be measured for payment. There are some locations where ROW fence will be removed and not replaced.

JI213004 Exploratory Trench (Hand Excav) and **JI213006 Exploratory Trench (Vacuum Excav)**:

QUESTION #5

Will these two pay items be utilized in the event that a conflict becomes known during a normal utility locate for the ROW Fence and/or Guardrail, or will this work be paid on a force account basis?

ANSWER #5
The pay items: EXPLORATORY TRENCH, UTILITIES (HAND EXCAVATION) and EXPLORATORY TRENCH, UTILITIES (VACUUM EXCAVATION) will be utilized.

Item JI664330 Single Vehicle Gate:

QUESTION #6
Per ISTHA Standard, a Double Vehicle gate is 20'. Is it correct to assume that the Single Vehicle Gate will be 10' in total width? Please confirm width of each gate opening.

ANSWER #6
The intent is to have the gate opening be 20' to allow vehicle access. See tollway standard D1-05 showing opening as 20' or as shown on the plans.

JI664320 End Post ROW Fence TY 1:

QUESTION #7
Please confirm that each gate post will be paid under JI664320 End Post ROW Fence Ty 1 as indicated in the plans. See plan sheet 122 for the way two gates are described.

ANSWER #7
Each end post is to be paid as JI664320

X6640535 CL Fence Att To Str:

QUESTION #8
Please confirm that the Chain Link Fence Attached to Structure Posts will need to be fabricated by an AISC Certified Shop.

ANSWER #8
All fabrication shall be per Article 505.04 of the standard specifications. This has been added as Note D on Drawing 360 via Addendum No. 2.

QUESTION #9
Per note 2 on plan sheet 360/SC-06, relating to expansion joints. Will the fence 'start and stop' at all the expansion joints, or will the fence run continuously through/over the expansion joints?

ANSWER #9
Fence shall be continuous over expansion joints. Note 2 has been revised to include this information via Addendum No. 2.

50901760 Pipe Handrail:

QUESTION #10
Base plate detail suggests that the handrail is galvanized. Please confirm?

ANSWER #10
Note in parenthesis under PARTIAL ELEVATION – ELEVATION states railing shall be according to section 509 of the Standard Specifications and per article 509.05 all rail elements are to be galvanized. This will be added as Note 1. on Drawing 349 via Addendum No. 2.

QUESTION #11
The handrail detail appears extra heavy duty for a railing positioned behind a noise wall. Please confirm the use of 3" Nominal (3-1/2" OD), 2 ½" Nominal (3" OD) Posts and 2" Nominal (2 3/8" OD) Horizontal rails.

ANSWER #11
The rail and post sizes are per Central Tri-State Base Sheet STR BS027.

JI630002 Galvanized Steel Plate Beam Guardrail:

QUESTION #12
The guardrail layout/configuration on Plan Sheet 135 / RDY-21 and 136 / RDY-22 shows kink points in the guardrail, which is not possible- please provide a detail on what specifically needs to happen with the guardrail ate each kink point.

ANSWER #12
The detail has been added on Sheet 160A via Addendum No. 2.

QUESTION #13
Please provide the structural geotechnical engineering report for Retaining Wall TS32.77R, SB, Performance Based Retaining Wall No. 1.

ANSWER #13
A structural geotechnical engineering report for Retaining Wall TS32.77R, SB, Performance Based Retaining Wall No. 1, is not available. SGR requirements for this wall are covered in the Special Provision PERFORMANCE BASED RETAINING WALLS (CTS) (WITHOUT MOMENT SLAB).

ADDENDUM NO. 1

TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4446
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: April 30, 2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 a.m. local time, **May 30, 2019**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. **The Bid Opening date has been revised**. Sealed proposals for the above numbered contract will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 a.m. local time, **May 30, 2019**, at which the Proposals will be opened and the bids read aloud. Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1
Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder) and
Contract Requirements, Volume I, Advertisement, Replace Page A-1 with Page A-1R (attached)

This replacement contains the following revision:
1.1 Revised bid opening date from May 9, 2019 to May 30, 2019.
1.2 Revised County from DuPage and Kane Counties to Cook County.
1.3 Revised end of questions from plan holders from April 26, 2019 to to May 16, 2019.

Change #2
Contract Requirements, Volume I, Proposal, Replace Page P-1 with Page P-1R(attached) and
Contract Requirements, Volume II, Replace Cover Page (issued to successful bidder).

2.1 Revised bid opening date from May 9, 2019 to May 30, 2019.
2.2 Revised County from DuPage and Kane Counties to Cook County.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-18-4446

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, May 30, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for April 23, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2:00pm

The work to be done under this Contract shall be started on or about July 3, 2019. All work under this Contract shall be completed by April 3, 2020.

The work under this Contract shall consist of: Retaining Wall Construction, Grading and Shoulder Rehabilitation (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+448.65 to Sta. 1843+91.30.

The work under this Contract is to be performed on: Tri-State Tollway (I-294) between Mile Post 31.5 to Mile Post 34.9 in Cook County, Illinois

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

IDOT Prequalification required: ☒YES ☐NO If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

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

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Michael Wicks @ mwicks@getipass.com e-mail address, to be received no later than 2:00 p.m. local time on May 16, 2019

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

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

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

DATE: April 11, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-18-4446

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, May 30, 2019 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Retaining Wall Construction, Grading and Shoulder Rehabilitation (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+48.65o Sta. 1843+91.30.

The services will be performed within the: Tri-StateTollway (I-294) between Mile Post 31.5 and Mile Post 34.9 in Cook County, Illinois.

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

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

TABLE OF CONTENTS

PART I: Instructions

Bid Schedule and Information	A-1
Construction Bid Check List	CL-1 – CL-3
Instruction and Information to Bidders	I-1 thru I-10

PART II: Bid Requirements

Prevailing Wage - Counties	1 thru 18
Bid	P-1 thru P-21
Bid Bond (**Insert after P-Pages**)	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Plant and Equipment Questionnaire	S-1 thru S-6
Current Contractual Obligations	S-7
Disadvantaged Business Enterprise Participation & Utilization Plan	DBE-1 thru DBE-20
Equal Employment Opportunity Program	EEO-1 thru EEO-9
Veteran Small Business Participation & Utilization Plan	VOSB-1 thru VOSB-10
Bid Credit Incentive Programs	BCP-1 thru BCP-5
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

PART III: Contract Requirements

Contract Bond Agreement	T-1 thru T-5
Performance Bond	U-1, U-2
Payment Bond	V-1, V-2
Insurance	I-4

VOLUME II

SPECIAL PROVISIONS	J-1 thru J-288
SPECIAL PROVISIONS	RECURR-1
SPECIAL PROVISIONS	BDE-1 thru BDE-9
SPECIAL PROVISIONS	GBSP-1
SPECIAL PROVISIONS	D1-1 thru D1-21

PART I - INSTRUCTIONS

Bid Schedule and Information	**A-1**
Construction Bid Checklist	**CL-1 – CL-3**
Instruction and information to Bidders	**I-1 – I-10**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-18-4446

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, May 30, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for April 23, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2:00pm

The work to be done under this Contract shall be started on or about August 5, 2019. All work under this Contract shall be completed by May 1, 2020.

The work under this Contract shall consist of: Retaining Wall Construction, Grading and Shoulder Rehabilitation, Tree Removal and Pruning, and Embankment Construction (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+448.65 to Sta. 1843+91.30.

The work under this Contract is to be performed on: Tri-State Tollway (I-294) between Mile Post 31.5 to Mile Post 34.9 in Cook County, Illinois

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

IDOT Prequalification required: ☒YES ☐NO If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

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

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Michael Wicks @ mwicks@getipass.com e-mail address, to be received no later than 2:00 p.m. local time on May 16, 2019

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

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

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

DATE: April 11, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-18-4446

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, May 9, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for April 23, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2:00pm.

The work to be done under this Contract shall be started on or about July 3, 2019. All work under this Contract shall be completed by April 3, 2020.

The work under this Contract shall consist of: Retaining Wall Construction, Grading and Shoulder Rehabilitation (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+48.65o Sta.1843+91.30.

The work under this Contract is to be performed on: Tri-StateTollway (I-294) between Mile Post 31.5 and Mile Post 34.9 in DuPage County and Kane County, Illinois.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

IDOT Prequalification required: ☒YES ☐NO If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than 3 individually IDOT-pre-qualified members.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Michael Wicks at mwicks@getipass.com, to be received no later than 2:00 p.m. local time on April 26, 2019.

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

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

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

DATE: April 10, 2019

May 31, 2019

Mr. Arnav Amin, Executive Vice President
Judlau Contracting, Inc.
26-15 Ulmer Street
College Point, NY 11354

Subject: Illinois Tollway Contract I-18-4446
Retaining Wall Construction, Grading and
Shoulder Rehabilitation
Tri-State Tollway (I-294)
Mile Post 31.5 to Mile Post 34.9
Apparent Low Bidder - Additional Required Bid Documents

Dear Mr. Amin:

Congratulations! This letter is to inform you that Judlau Contracting, Inc., has been determined to be the apparent low bidder on this solicitation. To complete your bid package, the Tollway is requesting the documents listed below. The required document list can be found in Volume I of the solicitation on the page titled "Documents Required from Apparent Low Bidder Upon Request from the Tollway to Complete Bid Package". In accordance with the solicitation, please provide the following documents in hard copy or electronic format no later than **5:00:00 PM on Wednesday June 5, 2019** to:

Contract Services – I-18-4446
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515
constructionbid@getipass.com

Required Documents:

- Disadvantaged Business Enterprise Participation and Utilization (See DBE Special Provision)
  DBE 2025(s)
- Veterans Small Business Participation and Utilization (See VOSB Special Provision)
  VOSB 2025(s)
- Plant and Equipment Questionnaire and Current Contractual Obligations (See Section I # 9 and Section S)

Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	22%	2%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	$11,477,495.41	
(3) Commitment in dollars, as verified by Tollway review of Form 2026-Pilot	$2,532,955.55	$250,000.00
(4) Commitment in percent, as calculated from (3)/(2)	22.06%	2.17%
The DBE Commitment calculated	_X_ meets/exceeds the advertised goal _____has approved waiver request	
The Veteran Commitment calculated	_X_ meets/exceeds the advertised goal _____has approved waiver request	

Nothing in this letter shall be construed as a determination of responsiveness or responsibility. The Tollway is still reviewing bids and will need time to review the supplemental documentation provided in response to this letter. This letter is not a guarantee of award, and acceptance of your bid is still subject to the approval of the Tollway and the State. Judlau Contracting, Inc., is not to commence work on the above referenced solicitation until it receives an Authorization to Proceed from the Tollway. Thank you for your prompt attention to this matter.

In addition please be aware that once the determination of responsiveness and responsibility has been made, per the Illinois Procurement Code, section (30 ILCS 500/50-35) the Tollway will be requesting financial disclosures for all subcontractors with participation in excess of $50,000 that have been identified in your bid package including DBE 2025, VOSB 2025 and Page 8 of the Standard Business Terms and Conditions. Delay in submitting the required financial disclosures may result in a delay in issuing Notice to Proceed.

Should you have any questions, please do not hesitate to contact me

Sincerely,

[redacted]

Laura Durkin
General Manager of Engineering
630-241-6800 Extension 4802
ldurkin@getipass.com

CC: Paul Kovacs
Greg Stukel
Michael Wicks
Lisa T. Pierotti
Paul Lanzo
Audra Degonia
Kristen Hamilton
Deanna Dinkel
File: LT_Tollway_LD_4446_PostBidDocumentRequest_05312019_03_01_10

I-18-4446
Judlau Construction

Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) **or** **Forms B (3 or more pages)**	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	✓ FORMS A
Disadvantaged Business Enterprise • **DBE 2026-Utilization Plan** • **DBE 2023 if needed**	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information. If goal is 0% the forms are not required.		✓
Veteran Small Business Participation and Utilization • **VOSB 2026-Utilization Plan** • **VOSB 2023 if needed**	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information. If goal is 0% the form is not required.		✓
Optional **Bid Credit Incentive Program Certificates**	Section I #30 Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information		✓
Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, **Page P-3 completed with signatures,** **P-4**	Section I-#4 P-Pages	Fill in all available pay item prices with values of $0.01 or greater.		✓
Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.		✓

Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓

Documents Required from Apparent Low Bidder Upon Request from the Tollway to Complete Bid Package

Once the apparent low Bidder is determined, the Tollway will request these documents

Disadvantaged Business Enterprise DBE 2025(s)	Section I #27 & DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information need to request
Veteran Small Business Participation and Utilization • **VOSB 2025(s)**	Section I #28 & VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information need to request
Equal Employment Opportunity • **EEO 1256**	Section I #29 & EEO Special Provision	Required for solicitations when included on the notice to Apparent Low Bidder included w/ bid
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner. need to request
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner included w/ bid

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

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

Documents Required from Lowest Responsive/Responsible Bidder Upon Request from the Tollway (Notice of Intent e-mail will be sent requesting these items		
Agreement	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
Performance Bond	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
Payment Bond	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
Insurance	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
Evidence of authority of company representatives to execute the Contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the Contract Documents		
Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.		
Any supplemental financial or experience information if requested by the Illinois Tollway.		
A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation		
If a Joint Venture, a copy of the executed Joint Venture Agreement between all partners that identifies the Managing Partner. Unless specifically directed otherwise in writing by the joint venture, the Managing Partner's FEIN will be used for payment and tax purposes		
A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: http://www.irs.gov/pub/irs-pdf/fw9.pdf		
A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.		
As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.		

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. **ADVERTISEMENT FOR BIDS**

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

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

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

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

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

4. **SCHEDULE OF PRICES**

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

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

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

6. **BID GUARANTY**

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

7. **WAGE STIPULATIONS**

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. NON-COLLUSION AFFIDAVIT

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

9. 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 if required by the solicitation. See Page A-1 to determine if IDOT Prequalification is required.

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

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

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.

Once the apparent low Bidder is determined, the apparent low Bidder shall submit the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

The Illinois Procurement Code provides, in part, that no person or business shall bid, offer, make a submission to a vendor portal, or enter into a contract under the Code if the person or business assisted an employee of the State of Illinois, who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract, by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois

10. AUTHORITY TO TRANSACT BUSINESS UNDER AN ASSUMED NAME

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

11. SECRETARY OF STATE CERTIFICATE OF GOOD STANDING

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

12. **TAX EXEMPTIONS**

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

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

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

13. **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.

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **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.

16. **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.

17. **INSURANCE**

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

18. **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.

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. ***RESERVED***

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFX DIGITAL IMAGING at: www.illinoistollwaybidding.com.

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

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

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

24. **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.

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

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

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

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

http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- CONSTRUCTIONWORKS PROGRAM

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

See the Operational Guide for ConstructionWorks Program at https://www.illinoistollway.com/doing-

business/diversity-development#BidCreditIncentives

- EARNED CREDIT PROGRAM

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

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

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

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

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

31. REPORTING OF COMMUNICATIONS WITH VENDORS

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

32. INITIAL CONTACT INFORMATION

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

33. WEB-BASED PROJECT MANAGEMENT

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

Once the apparent low Bidder is determined, all project correspondence occurring with the apparent low Bidder will be addressed to the Initial Contact person via e-mail from Contract Services and via the web-

based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

34. SUBCONTRACTOR DISCLOSURE

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

35. PROCUREMENT COMPLIANCE MONITORS

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

36. 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.

37. RESPONSIBLE BIDDER AFFIDAVIT

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible Bidder" to submit a signed affidavit stating that the Bidder shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract. Therefore, in accordance with the Act the Illinois Tollway will request the "Responsible Bidder Affidavit" from the apparent low Bidder, once the apparent low Bidder has been determined.

38. 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.

39. **RECORD RETENTION AND AUDIT**

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

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

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

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

The CONTRACTOR shall reimburse the TOLLWAY for the total costs of an audit that identifies significant

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

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

40. INSPECTOR GENERAL

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

41. ACCEPTANCE OF SCANNED SIGNATURES

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

42. EXPATRIATED ENTITIES

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

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

COOK COUNTY
PREVAILING WAGE
RATES EFFECTIVE
JUNE 5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	48.84	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81		1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMM. ELECT.	All	BLD		42.02	44.82	1.5	1.5	2.0	8.88	12.78	0.59	0.75
ELECTRIC PWR EQMT OP	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN	All	All		46.10	49.10	1.5	1.5	2.0	14.33	15.52	0.70	1.00
ELEVATOR CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72

IRON WORKER	All	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	1.30
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35

OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79

TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	39.50	1.5	1.5	2.0	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	All	1	35.60	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	2	35.85	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	3	36.05	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	4	36.25	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment

used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle

Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

Class 2. Crane/Backhoe Operator; Boat Operator with towing

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

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

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing,

grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted

crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Prevailing Wage rates for DuPage County effective Sept. 1, 2017

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN

(wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet;

Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Prevailing Wage rates for Kane County effective Sept. 1, 2017

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	13.77	13.20	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
CEMENT MASON	ALL	ALL		44.84	46.84	2	1.5	2	10.00	21.01	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	N	BLD		38.15	40.55	1.5	1.5	2	12.18	12.77	0.00	0.67
COMMUNICATION TECH	S	BLD		40.15	42.55	1.5	1.5	2	11.51	11.24	0.00	1.41
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	N	ALL		47.29	51.69	1.5	1.5	2	14.58	15.87	0.00	0.95
ELECTRICIAN	S	BLD		47.72	51.97	1.5	1.5	2	14.81	13.36	0.00	1.67
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	13.77	13.20	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58

SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SIGN HANGER	ALL	BLD		26.07	27.57	1.5	1.5	2	3.80	3.55	0.00	0.00
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman;

Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

PART II: Bid Requirements

Bid	Return with Bid
Bid Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Disadvantaged Business Enterprise DBE 2026 and DBE 2023 (if required) (Additional details including form DBE 2025(s) will be requested from the apparent low Bidder.)	Return with Bid
Veteran Small Business Participation VOSB 2026 and VOSB 2023 (if required) (Additional details including form VOSB 2025(s) will be requested from the apparent low Bidder.)	Return with Bid
Equal Employment Opportunity Program	Will be Requested from the Apparent Low Bidder
Bid Credit Program, if applicable	Return with Bid
I.D.O.T. Certificate of Eligibility (if required)	Return with Bid
Affidavit	Return with Bid
Responsible Bidder Affidavit	Will be Requested from the Apparent Low Bidder
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with Bid
Plant and Equipment Questionnaire	Will be Requested from the Apparent Low Bidder
Illinois Tollway Standard Terms and Conditions	Return with Bid
Secretary of State Certificate of Good Standing	Will be Verified by the Tollway
State Board of Elections	Will be verified by the Tollway
Illinois Department of Human Rights	Will be verified by the Tollway

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-18-4446

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, May 9, 2019 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Retaining Wall Construction, Grading and Shoulder Rehabilitation (I-294) M.P. 31.5 to M.P. 34.9 Sta. 1662+48.65o Sta. 1843+91.30.

The services will be performed within the: Tri-StateTollway (I-294) between Mile Post 31.5 and Mile Post 34.9 in DuPage County and Kane County, Illinois.

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

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

Addendum No. 1 Date April 30, 2019

Addendum No. 2 Date May 8, 2019

Addendum No. 3 Date MAY 22, 2019

Addendum No. _____ Date _____

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

Accompanying this Bid is a Bid Guaranty:

(a) Evidence by a bank draft, cashier's check or certified check on ___, Bank, for $_____, payable to The Illinois State Toll Highway Authority, or

(b) A Bid Bond in favor of the Authority for $___5%_____, with a corporate surety authorized to do business in the State of Illinois.

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway **Contract I-18-4446,** hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to Bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to Bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to Bidders shall become and be a part of said Contract as provided by law.

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

On the acceptance of this Bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Authority and included in the Contract Documents, with a corporate surety acceptable to the Authority and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

The undersigned has also properly executed or caused to be executed by an officer thereof, if a corporation, the non-collusion affidavit filed with this Bid.

Unless otherwise specified, a current Illinois Department of Transportation "Certificate of Eligibility" shall be included with this bid, or shall be submitted within twenty-four (24) hours after the bid opening. **Failure to meet this requirement shall be grounds for rejection of the bid, per Article 102.13 of the Tollway Supplemental Specifications.**

The undersigned is aware that, completely filled out forms of the Authority entitled "Plant and Equipment Questionnaire" and "Current Contractual Obligations," will be requested from the apparent low Bidder once the apparent low Bidder is determined as required by the Tollway Supplemental Specifications.

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

The undersigned is (check one)
an individual ☐
a Partnership ☐
a Corporation ☒ under the laws of the State of New York

having principal office at 26-15 Ulmer St, College Point, NY 11354 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 20th day of May, by its Executive Vice President, thereunto duly authorized.

[redacted] (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

INCORPORATED:

Ashok Patel President	26-15 Ulmer St, College Point, NY 11354 Address
Uday Durg Amav Amin Vice-President	26-15 Ulmer St, College Point, NY 11354 1011 Warrenville Rd. Ste.195 Lisle, IL 60532 Address
Cesar Pereira Secretary	26-15 Ulmer St, College Point, NY 11354 Address
Martin Saitzyk Treasurer	26-15 Ulmer St, College Point, NY 11354 Address

Bid Notes

Each bid solicitation will have a contract-specific Bid Credit cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of $325,000.00. Any Bid Credits applied above and beyond the Bid Credit cap will not be considered.

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

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

All blank spaces for bid prices must be filled in with the unit price, or lump sum price, and the total price for each and every item (which prices must be more than $0.00). Bids which do not contain a price for every item listed in the Schedule of Prices for the Contract being bid, will not be considered, unless alternate bids are requested.
The Contractor shall complete all work under this Agreement for the performance of Contract No. I-18-4446 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2,702	$25.00	$67,550.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	976	$35.00	$34,160.00
*	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	$50.00	$500.00
*	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	15	$150.00	$2,250.00
*	20200100	EARTH EXCAVATION	CU YD	19,265	$19.00	$366,035.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,500	$55.00	$82,500.00
*	20400100	BORROW EXCAVATION	CUYD	22,000	$21.00	$462,000.00
	20400800	FURNISHED EXCAVATION	CU YD	11,995	$0.01	$119.95
	20800150	TRENCH BACKFILL	CU YD	1,039	$25.00	$25,975.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	142	$3.00	$426.00
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	425	$3.00	$1,275.00
	28200200	FILTER FABRIC	SQ YD	238	$4.00	$952.00
*	30201500	LIME	TON	322	$0.01	$3.22
	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	31,303	$5.00	$156,515.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	443	$15.00	$6,645.00
*	50100300	REMOVAL OF EXISTING STRUCTURES NO. 1	EACH	1	$100,000.00	$100,000.00
*	50100400	REMOVAL OF EXISTING STRUCTURES NO. 2	EACH	1	$335,000.00	$335,000.00
	50102400	CONCRETE REMOVAL	CU YD	16.0	$1,000.00	$16,000.00
	50104400	CONCRETE HEADWALL REMOVAL	EACH	4	$500.00	$2,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50105220	PIPE CULVERT REMOVAL	FOOT	66	$25.00	$1,650.00
	50200100	STRUCTURE EXCAVATION	CU YD	480	$85.00	$40,800.00
	50300225	CONCRETE STRUCTURES	CU YD	241	$1,000.00	$241,~~2~~00.00 0 SP
	50300300	PROTECTIVE COAT	SQ YD	110	$0.99	$108.90
	50500505	STUD SHEAR CONNECTORS	EACH	852	$14.22	$12,115.44
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	31,700	$2.10	$66,570.00
	50901760	PIPE HANDRAIL	FOOT	428	$180.58	$77,288.24
	51201900	FURNISHING STEEL PILES HP14X89	FOOT	40	$650.00	$26,000.00
	51202305	DRIVING PILES	FOOT	40	$1.00	$40.00
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	396	$0.01	$3.96
	52200100	FURNISHING SOLDIER PILES (HP SECTION)	FOOT	1,449	$80.00	$115,920.00
	52200105	FURNISHING SOLDIER PILES (W SECTION)	FOOT	1,571	$120.00	$188,520.00
	52200150	DRIVING SOLDIER PILES	FOOT	1,449	$1.00	$1,449.00
	52200200	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	CU FT	11,141	$1.00	$11,141.00
	52200250	UNTREATED TIMBER LAGGING	SQ FT	3,351	$16.10	$53,951.10
	52200255	TREATED TIMBER LAGGING	SQ FT	4,581	$30.00	$137,430.00
	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	3	$1,500.00	$4,500.00
	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2	$1,750.00	$3,500.00
	5422A012	PIPE CULVERTS, CLASS A, TYPE 2 12" (TEMPORARY)	FOOT	130	$70.00	$9,100.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	5422A015	PIPE CULVERTS, CLASS A, TYPE 2 15" (TEMPORARY)	FOOT	87	$75.00	$6,525.00
	5422A024	PIPE CULVERTS, CLASS A, TYPE 2 24" (TEMPORARY)	FOOT	156	$85.00	$13,260.00
	542A0217	PIPE CULVERTS, CLASS A, TYPE 1, 12"	FOOT	196	$50.00	$9,800.00
	542A0223	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	191	$60.00	$11,460.00
	542A0229	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	70	$75.00	$5,250.00
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	49	$80.00	$3,920.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	211	$40.00	$8,440.00
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	256	$65.00	$16,640.00
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	517	$80.00	$41,360.00
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	36	$100.00	$3,600.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	33	$20.00	$660.00
	55100900	STORM SEWER REMOVAL 18"	FOOT	203	$20.00	$4,060.00
*	56400710	FIRE HYDRANT AND VALVE (SPECIAL)	EACH	1	$10,000.00	$10,000.00
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	737	$25.00	$18,425.00
	60100060	CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	2	$750.00	$1,500.00
*	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	$3,000.00	$9,000.00
*	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$6,000.00	$6,000.00
*	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$10,500.00	$21,000.00
	60255500	MANHOLES TO BE ADJUSTED	EACH	1	$500.00	$500.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60500040	REMOVING MANHOLES	EACH	2	$500.00	$1,000.00
	60500060	REMOVING INLETS	EACH	1	$500.00	$500.00
	63100041	TRAFFIC BARRIER TERMINAL, TYPE 1B	EACH	2	$2,240.96	$4,481.92
	63200310	GUARDRAIL REMOVAL	FOOT	95	$20.00	$1,900.00
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	100	$11.89	$1,189.00
	64200116	SHOULDER RUMBLE STRIPS, 16 INCH	FOOT	2,293	$0.87	$1,994.91
	66400105	CHAIN LINK FENCE, 4'	FOOT	1,928	$31.65	$61,021.20
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	4,785	$0.01	$47.85
	66900450	SPECIAL WASTE PLANS AND REPORTS	LSUM	1	$6,500.00	$6,500.00
	66900530	SOIL DISPOSAL ANALYSIS	EACH	35	$1,250.00	$43,750.00
	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	150	$30.00	$4,500.00
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	190,676	$0.92	$175,421.92
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	687.5	$40.00	$27,500.00
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	450	$18.00	$8,100.00
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	5	$12,444.30	$62,221.50
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	2	$3,324.30	$6,648.60
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	13,638	$0.75	$10,228.50
	78005120	EPOXY PAVEMENT MARKING - LINE 5"	FOOT	812	$0.80	$649.60
	78005130	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	4,613	$0.85	$3,921.05

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	78005140	EPOXY PAVEMENT MARKING - LINE 8"	FOOT	2,045	$1.10	$2,249.50
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	4,177	$0.85	$3,550.45
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	840	$1.38	$1,159.20
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	846	$1.70	$1,438.20
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	70	$3.00	$210.00
	78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	271	$5.00	$1,355.00
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	25,961	$0.70	$18,172.70
	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	838	$1.10	$921.80
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	704	$2.50	$1,760.00
	78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	28	$6.00	$168.00
	78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	312	$16.00	$4,992.00
	78100300	REPLACEMENT REFLECTOR	EACH	1,685	$11.55	$19,461.75
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	32	$10.00	$320.00
*	X0325201	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	340	$10.00	$3,400.00
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1	$1,099.79	$1,099.79
BDE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	4,722	$1.20	$5,666.40
*	X5500452	STORM SEWER 12" (SPECIAL)	FOOT	300	$80.00	$24,000.00
*	X5500458	STORM SEWER 18" (SPECIAL)	FOOT	742	$100.00	$74,200.00
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	646	$8.00	$5,168.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X5610660	WATER MAIN TO BE ABANDONED 10"	FOOT	623	$15.00	$9,345.00
*	X5610710	WATER MAIN REMOVAL 10"	FOOT	35	$25.00	$875.00
*	X6020084	MANHOLE, SPECIAL	EACH	1	$7,500.00	$7,500.00
*	X6026622	VALVE VAULTS TO BE REMOVED	EACH	2	$500.00	$1,000.00
*	X6431120	REMOVE IMPACT ATTENUATOR SAND MODULE	EACH	1	$1,750.00	$1,750.00
*	X6640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	1,189	$32.61	$38,773.29
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$70,000.00	$70,000.00
D1	X7011015	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	L SUM	1	$60,000.00	$60,000.00
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	10	$2,000.00	$20,000.00
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	1,244	$1.00	$1,244.00
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	1	$3,826.48	$3,826.48
D1	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	500	$30.00	$15,000.00
GBSP	Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	802	$30.23	$24,244.46
*	JA999955	AGGREGATE ACCESS ROAD	TON	7,523	$30.00	$225,690.00
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4,095	$20.00	$81,900.00
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	4,750	$50.00	$237,500.00
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	1,100	$13.00	$14,300.00
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	1,000	$13.00	$13,000.00
*	JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	18,781	$1.25	$23,476.25

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	2,841	$2.50	$7,102.50
*	JI251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	4,657	$2.50	$11,642.50
*	JI282010	SUBGRADE FILTER FABRIC	SQ YD	25,059	$4.00	$100,236.00
*	JI406107	ASPHALT TACK COAT	POUND	23,878	$0.80	$19,102.40
*	JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	3,501	$84.00	$294,084.00
*	JI440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	2,349	$60.00	[redacted]
*	JI440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	18,654	$15.00	$279,810.00
*	JI482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	19,777	$45.00	$889,965.00
*	JI485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	1,798	$75.00	$134,850.00
*	JI599007	TEMPORARY SOIL RETENTION SYSTEM TO REMAIN IN PLACE	SQ FT	17,383	$0.01	$173.83
*	JI602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	1	$5,500.00	$5,500.00
*	JI602200	CATCH BASINS, TYPE A, 4'-DIAMETER, SPECIAL	EACH	2	$3,000.00	$6,000.00
*	JI602208	CATCH BASINS, TYPE A, 5'-DIAMETER, SPECIAL	EACH	2	$3,000.00	$6,000.00
*	JI606010	GUTTER, TYPE G-2	FOOT	1,150	$36.50	$41,975.00
*	JI606020	GUTTER, TYPE G-3	FOOT	446	$36.50	$16,279.00
*	JI630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL,TYPE A, 6 FOOT POSTS	FOOT	1,225.0	$25.77	$31,568.25
*	JI631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	22	$1,268.56	$27,908.32
*	JI637012	CONCRETE BARRIER TRANSITION	FOOT	70	$579.77	$40,583.90
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	1,654	$15.68	$25,934.72

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	2	$588.92	$1,177.84
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4	$573.72	$2,294.88
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	9	$573.72	$5,163.48
*	JI664330	SINGLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4	$1,569.13	$6,276.52
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	4,896	$6.35	$31,089.60
*	JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	497	$15.71	$7,807.87
*	JI680102	SLOPED HEADWALL TYPE I, 12"	EACH	1	$2,745.00	$2,745.00
*	JI680121	SLOPED HEADWALL TYPE III, 12", 1:3	EACH	3	$2,000.00	$6,000.00
*	JI680123	SLOPED HEADWALL TYPE III, 18", 1:3	EACH	2	$2,300.00	$4,600.00
*	JI680125	SLOPED HEADWALL TYPE III, 24", 1:3	EACH	7	$2,500.00	$17,500.00
*	JI680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	1	$2,000.00	$2,000.00
*	JI680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	1	$2,800.00	$2,800.00
*	JI680148	SLOPED HEADWALL TYPE III, 15", 1:10	EACH	1	$3,500.00	$3,500.00
*	JI704000	TEMPORARY CONCRETE BARRIER	FOOT	5,275.0	$35.00	$184,625.00
*	JI704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	300.0	$11.00	$3,300.00
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	4,738.0	$50.00	$236,900.00
*	JI706282	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	20	$28,000.00	$560,000.00
*	JI725000	TERMINAL MARKER - DIRECT APPLIED	EACH	4	$44.41	$177.64
*	JI782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	18	$8.88	$159.84

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	738	$56.75	$41,881.50
*	JI900100	CONCRETE COLLAR	EACH	2	$4,000.00	$8,000.00
**	JS107360	DUST CONTROL WATERING	UNIT	1,090	$0.01	$10.90
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	275	$0.01	$2.75
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	5	$3,000.00	$15,000.00
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	49	$325.00	$15,925.00
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	67	$350.00	$23,450.00
**	JS121101	DRILL AND GROUT DOWEL BARS AND ANCHOR RODS	EACH	12	$156.88	$1,882.56
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	12	$1,500.00	$18,000.00
**	JS280040	EROSION AND SEDIMENT CONTROL CLEAN-OUT	CU YD	769	$5.00	$3,845.00
**	JS280050	SILT FENCE	FOOT	8,270	$15.00	$124,050.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	426	$2.75	$1,171.~~76~~ 50 SE
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3,900	$35.00	$136,500.00
**	JS280100	SUPER SILT FENCE	FOOT	27	$50.00	$1,350.00
**	JS280140	TEMPORARY RIPRAP	TON	307	$82.34	$25,278.38
**	JS280151	SAME-DAY STABILIZATION	SQ YD	2,765	$0.01	$27.65
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	7	$200.00	$1,400.00
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	28	$150.00	$4,200.00
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	6	$175.00	$1,050.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280220	SEDIMENTATION BASIN DEWATERING DEVICE	FOOT	60	$65.38	$3,922.80
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,055	$9.00	$9,495.00
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	13	$6,000.00	$78,000.00
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	$700,000.00	$700,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	$711,000.25	$711,000.25
**	JS810835	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	500	$15.57	$7,785.00
**	JS836003	LIGHT POLE FOUNDATION (ROADWAY) CONCRETE	EACH	3	$1,820.30	$5,460.90
*	JT160176	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE	FOOT	523	$41.69	$21,803.87
*	JT160178	RELOCATE (MINOR) EXISTING FIBER OPTIC LINE, IN TRENCH	FOOT	985	$54.24	$53,426.40
*	JT201008	CLEARING	ACRE	1.2	$3,400.00	$4,080.00
*	JT202020	EXCAVATION OF EXISTING GRANULAR SUBBASE	CU YD	1,555	$35.00	$54,425.00
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	3.50	$3,400.00	$11,900.00
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	1.25	$3,900.00	$4,875.00
*	JT250446	SEEDING, GRASS-FORB MIX 2 (SPECIAL)	ACRE	0.25	$7,900.00	$1,975.00
*	JT250491	SEEDING, WET DETENTION MIX (SPECIAL)	ACRE	0.75	$8,900.00	$6,675.00
*	JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM	SQ YD	252	$235.60	$59,371.20
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	881	$50.00	$44,050.00
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	5,314	$1.75	$9,299.50
*	JT546000	TELEVISION INSPECTION OF SEWER	FOOT	646	$5.00	$3,230.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT570P21	PERFORMANCE BASED RETAINING WALL, NO. 1	SQ FT	11,733	$142.00	$1,666,086.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	190	$2.50	$475.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	156	$15.00	$2,340.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	93	$10.00	$930.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	39	$20.00	$780.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	65	$30.00	$1,950.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	47	$300.00	$14,100.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT703104	LATE SEASON TEMPORARY PAVEMENT MARKING, 4"	FOOT	32,664	$0.50	$16,332.00
*	JT703106	LATE SEASON TEMPORARY PAVEMENT MARKING, 6"	FOOT	26,465	$0.75	$19,848.75
*	JT703110	LATE SEASON TEMPORARY PAVEMENT MARKING, 10"	FOOT	251	$2.00	$502.00
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	108,136	$0.30	$32,440.80
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	26,368	$1.15	$30,323.20
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	1,292	$1.00	$1,292.00
*	JT900202	TEMPORARY CONSTRUCTION FENCE	FOOT	3,558	$10.00	$35,580.00
*	JT900521	EMBANKMENT MODIFICATION	CU YD	5,500	$0.01	$55.00
					TOTAL AMOUNT OF CORE WORK	11,477,~~495.41~~ 295.13
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$230,000.00	$230,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	50,000	$1.00	$50,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	$1.00	$50,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	100,000	$1.00	$100,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	75,000	$1.00	$75,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	50,000	$1.00	$50,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	50,000	$1.00	$50,000.00
*	JT154045	CONTRACT ALLOWANCE FOR COLD WEATHER PAVEMENT MARKINGS	UNIT	50,000	$1.00	$50,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	$1.00	$100,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	50,000	$1.00	$50,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154116	ALLOWANCE FOR UTILITY LINE PROTECTION	UNIT	10,000	$1.00	$10,000.00
*	JT154165	ALLOWANCE FOR UTILITY RELOCATION	UNIT	75,000	$1.00	$75,000.00
*	JT154168	ALLOWANCE FOR HAUL ROAD MAINTENANCE	UNIT	20,000	$1.00	$20,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(9,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(9,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4446
RETAINING WALL CONSTRUCTION, GRADING AND SHOULDER REHABILITATION
TRI-STATE TOLLWAY (I-294)
MILEPOST 31.5 TO MILEPOST 34.9
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(9,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(9,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG90	ONE LANE OR RAMP BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINTUES		(3,000.00)	
	999NEG91	TWO LANES BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINTUES		(3,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
		TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)				910,000.00
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				12,387,~~405.41~~ ~~295.13~~ SI
		ECP BID CREDIT				250,000.00
		AWARD CRITERIA				12,137,~~405.41~~ ~~295.13~~ SI 5/30

S.P. COLUMN LEGEND

*	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

OPENED 5/30 2019 (18)

BOND OR CHECK ENCLOSED: YES ✓ NO ___

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

No. 00632

Illinois State Toll Highway Authority

This Certifies that Judlau Contracting Inc. has earned a total of $682,974.03 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 15-March-2019

Illinois Tollway

The owner of this certificate # 00632 is tendering $ 250,000.00 credits for use on bid for contract # I-18-4446 on (date) 05/30/2019. I understand that any credits not utilized for a winning bid will be returned.

Signed [redacted]

Certificate No.

00632

Issued To:

Judlau Contracting Inc.

Dated:

March 15, 2019

In the Amount of:

$682,974.03

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

12/31/2018 - 01/27/2019

Alfredo Rodriguez, Nick Matarese, Josh Bilthuis, Francisco Alferez

Bids/Contracts:

None

Other Credits:

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

The Illinois Procurement Code requires the Tollway to collect financial disclosures from any known subcontractor with anticipated participation in excess of $50,000.00 at the time of the bid. Subcontractor disclosures will be requested from the successful Bidder for any

subcontractor identified in the bid immediately after the Bidder is determined to be the lowest responsive / responsible Bidder.

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO: I-18-4446
(Enter Tollway Contract Number)

SUBMITTING BIDDER: Judlau Contracting, Inc.
(Enter Name of Firm)

ADDRESS: 1011 Warrenville Rd. Ste.195

Lisle, IL 60532

STATE OF ILLINOIS)
) **SS**
COUNTY OF DuPage)

The Affiant, Arnav Amin, being first duly sworn, upon oath deposes and says:

1. That the Affiant is Executive Vice President 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-18-4446 *(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.

[redacted]
SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 20th **DAY OF** May, **2019**.

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

[redacted]
NOTARY PUBLIC

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

☐ Resident Bidder (30 ILCS 500/45-10)

☐ Recycled Materials (30 ILCS 500/45-20)

☐ Recycled Paper (30 ILCS 500/45-25)

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)

☐ Illinois Correctional Industries (30 ILCS 500/45-30)

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)

☐ Gas Mileage (30 ILCS 500/45-40)

☐ Small Businesses (30 ILCS 500/45-45)

☐ Illinois Agricultural Products (30 ILCS 500/45-50)

☐ Corn-Based Plastics (30 ILCS 500/45-55)

☐ Disabled Veterans (30 ILCS 500/45-57)

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

☐ Public Purchases in Other State (30 ILCS 520)

☐ Illinois Mined Coal Act (30 ILCS 555)

☐ Steel Products Procurement (30 ILCS 565)

☐ Veteran's Preference (330 ILCS 55)

☐ Procurement of Domestic Products (30 ILCS 517)

☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation:

_____

_____

_____

_____

Signature of Authorized Representative:

[redacted]

Printed Name of Authorized Representative:

Arnav Amin

Vendor Name:

Judlau Contracting, Inc.

Date:

May 20, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4446

LIST OF INDIVIDUAL CONTACTS

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

ITEM	INDIVIDUAL	TELEPHONE NO.	E-MAIL
Schedule of Prices	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Bid Guaranty	Paul Healy	614-457-7719	paul.healy@aon.com
DBE 2026	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
EEO Program	Adam Ingber	718-554-2311	adam.ingber@ohlna.com
VOSB 2026	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Financial Disclosures Forms A or Forms B	Cesar Pereira	718-554-2320	cesar.pereira@ohla.com
IDOT Certificate of Eligibility	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Non-Collusion Affidavit – Page R-4	Cesar Pereira	718-554-2320	cesar.pereira@ohla.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-18-4446

AFFIDAVIT

State of Illinois)
) SS
County of Dupage)

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

That his/her name is Arnav Amin, and he/she resides at _____,

and his/her office is at Lisle, IL, 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 Executive Vice President.
(Sole owner, partner, president, etc.)

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. I-18-4446** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said Bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this Bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said Bidder has not directly or indirectly made any arrangements, contract, or understanding with any other Bidder or Bidders concerning the amount of said Bid, nor has such Bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

[redacted]
(Affiant)

Sworn to before me and subscribed in my presence this 20th day of May,

[redacted]
(Notary Public)

My Commission Expires: 04/19/2022

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

CONTRACT NO. I-18-4446

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				

JUDLAU
OHL Group

KEY PERSONNEL

NAME	FIELD OF EXPERTISE	PRESENT POSITION WITH APPLICANT FORM	YEARS OF RELATED EXPERIENCE
Ashok Patel	Heavy Civil Construction	CEO	30+
Uday Durg	Heavy Civil Construction	Executive Vice President	30+
Cesar Pereira	Heavy Civil Construction	General Counsel/Vice President	10+
Warren Goodman	Heavy Civil Construction	Director of Safety	10+
Martin Saitzyk	Heavy Civil Construction	Chief Financial Officer	20+
Arnav Amin	Heavy Civil Construction	Vice President – Central Division	20
Aaron Henneberg	Heavy Civil Construction	Senior Estimator Central Division	20
Shamik Amin	Heavy Civil Construction	Estimator – Central Division	8
Peter Console	Heavy Civil Construction	Operations Manager Central Division	30+
Wally Stoklosa	Heavy Civil Construction	Senior Project Manager Central Division	16
Gil Crespos	Heavy Civil Construction	Senior Project Manager Central Division	13
Jack Aitchison	Heavy Civil Construction	Senior Superintendent Central Division	30+
Barrett Pfeiffer	Heavy Civil Construction	Senior Superintendent Central Division	30+

1011 Warrenville Road, #195 ~ Lisle, Illinois 60532
Phone: 630.387.6040 ~ Fax: 331.777.5771

www.ohlna.com

ISO 9001:2008 Registered Company, Equal Opportunity Employer

CONTRACT NO. I-18-4446

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					

pendix 4

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	CATERPILLAR SOIL COMPACTOR	Good	2014	11/07/14	$ 414,820	$ 269,101	$ 145,719
1	CATERPILLAR WHEEL EXCAVATOR MODEL M3	Good	2016	01/21/16	$ 274,251	$ 114,271	$ 159,980
1	750K CRAWLER DOZER 1T0750KXEFF280317	Good	2015	07/23/15	$ 246,317	$ 63,632	$ 182,685
1	750K CRAWLER DOZER 1T0750KXHFF284690	Good	2015	07/23/15	$ 240,432	$ 62,112	$ 178,320
1	764 HSD 1T00764XHFD284082	Good	2015	09/01/15	$ 303,779	$ 108,493	$ 195,287
1	ALLEN MODEL 6048B BRIDGE DECK FINISHER	Good	2015	11/02/15	$ 209,650	$ 69,883	$ 139,767
1	Komatsu PC360LC-10 K64151	Good	2015	07/25/15	$ 275,846	$ 101,800	$ 174,046
1	WF 720 PETERBILT MODEL 567 TRUCK TRACTO	Good	2016	04/19/16	$ 198,846	$ 72,910	$ 125,936
1	CATERPILLAR HYDRAULIC EXCAVATOR	Good	2014	11/07/14	$ 288,892	$ 187,409	$ 101,483
1	Komatsu PC290LC-11 A27158	Good	2015	07/25/15	$ 232,651	$ 85,859	$ 146,791
1	Komatsu PC290LC-11 A27162	Good	2015	07/25/15	$ 232,651	$ 85,859	$ 146,791
1	KOMATSU WA320-7 WHEEL LOADER A36365	Good	2015	08/21/15	$ 179,279	$ 64,028	$ 115,251
1	KOMATSU WA320-7 WHEEL LOADER A36365	Good	2016	05/27/16	$ 179,278	$ 64,028	$ 115,250
1	Caterpillar M315D Hyd Excavator	Good	2012	11/19/12	$ 718,206	$ 586,535	$ 131,671
1	CATERPILLAR WHEEL LOADER	Good	2014	11/07/14	$ 218,260	$ 141,589	$ 76,671
1	WF 719 PETERBILT MODEL 567 TRUCK TRACTO	Good	2016	03/01/16	$ 134,674	$ 53,870	$ 80,804
1	BIDWELL DECK FINISHER	Good	2016	09/06/16	$ 127,327	$ 27,288	$ 100,039
1	WF 718 VOLVO MODEL EW160D WHEELED EXC	Good	2016	03/01/16	$ 119,509	$ 47,804	$ 71,706
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2016	02/01/16	$ 113,838	$ 47,432	$ 66,405
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2016	02/01/16	$ 113,838	$ 47,432	$ 66,405
1	Hydraulic Excavator PC88MR-10	Good	2015	12/31/15	$ 112,922	$ 22,584	$ 90,338
1	Hydraulic Excavator PC88MR-10	Good	2015	12/31/15	$ 110,298	$ 22,060	$ 88,239
1	CAT M315D Excavator	Good	2009	10/02/09	$ 264,818	$ 209,647	$ 55,171
1	2005-CAT	Good	2005	08/31/09	$ 260,100	$ 221,085	$ 39,015
4	2012 John Deere 710K-4 PIECES	Good	2012	09/01/12	$ 497,640	$ 428,523	$ 69,117
1	2013 NEW CATERPILLAR M312D	Good	2013	04/12/13	$ 252,737	$ 189,553	$ 63,184
1	2013 NEW CATERPILLAR M312D	Good	2013	04/12/13	$ 246,310	$ 184,732	$ 61,577
1	WF 712 SPECTEC 2015 SRD305496	Good	2015	07/31/15	$ 82,235	$ 41,117	$ 41,117
1	Palfinger PK36002E Knuckle Crane 100061955: Gr	Good	#N/A	05/01/10	$ 178,533	$ 139,851	$ 38,682
1	2013 NEW CATERPILLAR M321D HYD EXCAVATOR	Good	2013	04/12/13	$ 232,289	$ 174,217	$ 58,072
1	CATERPILLAR COMPACT TRACK AND MULTI TE	Good	2016	12/07/16	$ 57,550	$ 14,388	$ 43,163
1	2010 PETERBUILT TRUCK	Good	2010	05/01/10	$ 133,226	$ 104,360	$ 28,866
1	2009 Cater-Excavator	Good	2009	05/06/09	$ 189,090	$ 167,030	$ 22,061
1	2009 Cater-Dump Truck	Good	2009	05/18/09	$ 152,833	$ 112,078	$ 40,755
1	2005-CAT	Good	2005	08/31/09	$ 260,100	$ 221,085	$ 39,015
1	FORD F-550 CHASSIS	Good	2016	02/05/16	$ 64,946	$ 27,019	$ 37,928
1	2010 WELLSFARGO	Good	2010	02/02/10	$ 110,821	$ 90,504	$ 20,317
1	INTERNATIONAL 4300 2009 5628	Good	2015	09/14/15	$ 87,381	$ 54,613	$ 32,768

JUDLAU
Group

Appendix

Schedule of C .ractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	INTERNATIONAL 4300 2009 5635	Good	2015	09/14/15	$ 87,381	$ 54,613	$ 32,768
2	Atlas-2013 Hydraulic Hammer-2 piece	Good	2013	02/05/13	$ 149,553	$ 117,150	$ 32,403
1	GMC SAVANA 3500	Good	2016	10/28/16	$ 33,024	$ 9,636	$ 23,389
1	2006 Kenworth T-800 Tractor	Good	2006	06/18/10	$ 88,500	$ 68,588	$ 19,913
1	2010 PETERBUILT TRUCK	Good	2010	05/01/10	$ 133,226	$ 104,360	$ 28,866
1	RAM 2500	Good	2016	10/28/16	$ 40,034	$ 11,505	$ 28,529
1	ISUZU NQR	Good	2016	01/27/16	$ 34,042	$ 14,657	$ 19,385
1	RAM 1500 2015 223R8M 1907406B	Good	2015	12/17/15	$ 32,994	$ 14,297	$ 18,697
1	RAM 1500 2015 223R7G 1907403B	Good	2015	12/17/15	$ 32,255	$ 13,977	$ 18,278
1	BUICK ENCLAVE 2015 222KRC	Good	2015	09/09/15	$ 49,954	$ 24,977	$ 24,977
1	RAM 1500 2015 223R8D 1907405B	Good	2015	12/17/15	$ 31,201	$ 13,520	$ 17,681
10	2010 CHEVY VANS-10 PIECES-2	Good	2010	06/19/12	$ 233,931	$ 209,369	$ 24,563
1	2015 RAM 1500 YK91C0	Good	2015	03/01/15	$ 37,448	$ 13,107	$ 24,341
1	2007 446D's	Good	2007	11/01/07	$ 286,460	$ 262,583	$ 23,877
1	2009 Cater-Excavator	Good	2009	#N/A	$ 189,090	$ 167,030	$ 22,061
1	2009 Volvo	Good	2009	03/01/09	$ 100,247	$ 78,527	$ 21,720
1	2014 RAM 1500 YK92C0	Good	2015	02/24/15	$ 31,639	$ 11,074	$ 20,565
1	2010 WELLSFARGO	Good	2010	#N/A	$ 110,821	$ 90,504	$ 20,317
1	2006 Kenworth T-800 Tractor	Good	2006	#N/A	$ 88,500	$ 68,588	$ 19,913
1	2015 RAM 1500 YK77C2	Good	2015	04/07/15	$ 30,297	$ 10,604	$ 19,693
1	VOLVO EW55B COMPACT WHEELED EXCAVAT	Good	#N/A	#N/A	$ 58,204	$ 38,840	$ 19,364
1	RAM 1500 2015 2242B6 1907407B	Good	2015	12/18/15	$ 34,094	$ 14,774	$ 19,320
1	2009 Grove	Good	2009	12/31/09	$ 64,400	$ 45,080	$ 19,320
1	CATERPILLAR 3-3 YEAR MAINTENANCE CONT	Good	2014	11/07/14	$ 61,700	$ 42,715	$ 18,985
1	RAM 1500 2015 2245KK 1907408B	Good	2015	12/18/15	$ 33,207	$ 14,390	$ 18,817
1	RAM 1500 2015 2245L4 1907409B	Good	2015	12/18/15	$ 32,629	$ 14,139	$ 18,490
1	RAM 1500 2015 223R86 1907404B	Good	2015	12/17/15	$ 32,349	$ 14,018	$ 18,331
1	CHEVROLET EXPRESS 2500	Good	2016	10/28/16	$ 26,117	$ 7,794	$ 18,323
1	RAM 1500 2015 223R6X 1907402B	Good	2015	12/17/15	$ 32,305	$ 13,999	$ 18,306
1	RAM 1500 2015 2009NY	Good	2015	08/01/15	$ 35,548	$ 17,774	$ 17,774
1	RAM 1500 2015 222F3W	Good	2015	09/02/15	$ 35,095	$ 17,548	$ 17,548
1	CHEVROLET EXPRESS 2500	Good	2016	09/07/16	$ 24,872	$ 7,462	$ 17,410
1	FORD TRANSIT CONNECT 2015 223LX5	Good	2016	12/18/15	$ 21,500	$ 4,300	$ 17,200
1	RAM 1500 2016 2226QY	Good	2015	11/18/15	$ 30,757	$ 13,841	$ 16,916
1	Chevrolet Express 2500 2015 YK01C5	Good	2015	06/09/15	$ 24,488	$ 7,755	$ 16,734
1	Chevrolet Express 2500 2015 YK02C5	Good	2015	06/09/15	$ 24,488	$ 7,755	$ 16,734
1	INTL 4300 TRUCK W/ ARROW BOARD & ATTEN	Good	2015	03/27/15	$ 40,000	$ 23,333	$ 16,667
1	INTL 4300 TRUCK W/ ARROW BOARD & ATTEN	Good	2015	03/27/15	$ 40,000	$ 23,333	$ 16,667

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Appendix

Schedule of C ractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2004-BOOM	Good	2004	08/31/09	$ 33,716	$ 24,725	$ 8,991
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
1	PC50-UUT-2T HYD TRUCK	Good	2015	10/13/15	$ 14,928	$ 6,220	$ 8,708
3	Solar Light Towers-3 PIECES	Good	2014	02/12/14	$ 20,400	$ 11,900	$ 8,500
1	PETERBUILT	Good	2012	10/25/12	$ 45,954	$ 38,295	$ 7,659
3	Transcraft 45' Steel Flatbed Trailers-3 PIECES	Good	2007	08/03/07	$ 125,900	$ 118,551	$ 7,349
2	2012 Toyota Prus-2	Good	2012	05/31/12	$ 43,132	$ 35,943	$ 7,189
1	2014 CHEVY EXPRESS 2500 VAN	Good	2012	07/17/12	$ 60,038	$ 53,033	$ 7,004
1	COMPRESSOR 185CFM TIER 4	Good	2014	07/09/14	$ 25,118	$ 18,420	$ 6,698
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	$ 16,368	$ 9,821	$ 6,547
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	$ 16,368	$ 9,821	$ 6,547
1	City Sandvik Hydraulic Hammer	Good	#N/A	#N/A	$ 16,368	$ 9,821	$ 6,547
1	2014 CHEVY EXPRESS 2500 VAN	Good	2012	05/31/12	$ 37,925	$ 31,604	$ 6,321
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	$ 22,940	$ 16,823	$ 6,117
1	Ford Transit-250 2015 YK19C6	Good	2014	07/09/14	$ 22,940	$ 16,823	$ 6,117
1	2014 CHEVY EXPRESS 2500 VAN	Good	2015	06/09/15	$ 13,408	$ 7,374	$ 6,033
1	2004-BOOM	Good	2014	07/09/14	$ 19,674	$ 14,427	$ 5,246
1	VMS 3-LINE 71X133 1210QS	Good	2004	#N/A	$ 33,716	$ 28,659	$ 5,057
1	VMS 3-LINE 71X133 1210QS	Good	2015	02/27/15	$ 13,409	$ 8,416	$ 4,993
1	VMS 3-LINE 71X133 1210QS	Good	2015	02/27/15	$ 13,409	$ 8,416	$ 4,993
1	VMS 3-LINE 71X133 1210QS	Good	2015	02/27/15	$ 13,409	$ 8,416	$ 4,993
1	2012 Husqvarna FS6600 Concrete Saw	Good	2015	02/27/15	$ 13,409	$ 8,492	$ 4,917
1	United Rental-Mini Excavator	Good	2012	08/01/12	$ 34,746	$ 30,693	$ 4,054
1	VMS 3-LINE 71x133 1210QS	Good	2007	11/06/07	$ 46,100	$ 42,253	$ 3,847
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	$ 13,409	$ 9,681	$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	$ 13,409	$ 9,681	$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	$ 13,409	$ 9,681	$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	$ 13,409	$ 9,681	$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	$ 13,409	$ 9,681	$ 3,728
3	Kaeser M57 210CFM Compressors-3 PIECES	Good	2012	06/05/12	$ 42,310	$ 38,784	$ 3,526

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pendix 4

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	RAM 1500 2015 222SBY	Good	2015	09/28/15	$ 32,151	$ 15,540	$ 16,611
1	Chevrolet Express 2500 2015 YK99C4	Good	2015	06/09/15	$ 24,145	$ 7,646	$ 16,499
1	RAM 1500 2015 222SBK	Good	2015	09/28/15	$ 31,644	$ 15,295	$ 16,349
1	RAM 1500 2015 222SBW	Good	2015	09/28/15	$ 31,448	$ 15,200	$ 16,248
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	$ 25,324	$ 9,164	$ 16,160
1	CHEVROLET EXPRESS 2500 2014 222S3Q	Good	2014	09/21/15	$ 21,500	$ 10,392	$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222S49	Good	2014	09/21/15	$ 21,500	$ 10,392	$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222S4B	Good	2014	09/21/15	$ 21,500	$ 10,392	$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222S4D	Good	2014	09/21/15	$ 21,500	$ 10,392	$ 11,108
1	RAM 1500 2016 2226SA	Good	2015	12/17/15	$ 28,073	$ 12,165	$ 15,908
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	$ 24,886	$ 9,032	$ 15,853
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	$ 24,225	$ 8,834	$ 15,390
1	GMC SAVANA 2500 2015 226NZH	Good	2016	04/30/16	$ 23,500	$ 8,617	$ 14,883
1	GMC SAVANA 2500 2015 226NZK	Good	2016	04/30/16	$ 23,500	$ 8,617	$ 14,883
1	GMC SAVANA 2500 2015 226NZ7	Good	2016	04/30/16	$ 23,500	$ 8,617	$ 14,883
1	RAM 1500 2015 YK43C6	Good	2015	06/09/15	$ 32,411	$ 17,826	$ 14,585
1	2003 Grove YB4415XT	Good	2003	04/21/08	$ 105,500	$ 91,433	$ 14,067
1	RAM 1500 2015 2009CJ	Good	2015	06/17/15	$ 29,629	$ 15,802	$ 13,827
3	2011 ISUZU BOX TRUCKS-3 PIECES	Good	2011	05/01/12	$ 204,415	$ 190,788	$ 13,628
1	2006 caterpillar	Good	2006	09/30/07	$ 203,011	$ 189,484	$ 13,527
1	2013 New Tramac V32 Hyda Hammer-New	Good	2013	03/01/13	$ 56,558	$ 43,361	$ 13,197
1	RAM 1500 2015 YK42C6	Good	2015	06/09/15	$ 27,985	$ 15,392	$ 12,593
2	Atlantic Toyota-2	Good	2012	01/09/13	$ 60,740	$ 48,592	$ 12,148
1	GMC SAVANA 2500 2014 223658	Good	2016	11/18/15	$ 21,500	$ 9,675	$ 11,825
1	GMC SAVANA 2500 2014 223659	Good	2016	11/18/15	$ 21,500	$ 9,675	$ 11,825
1	GMC SAVANA 2500 2014 22365G	Good	2016	11/18/15	$ 21,500	$ 9,675	$ 11,825
1	18 TON Boom Truck	Good	2007	07/06/07	$ 236,500	$ 224,680	$ 11,820
1	2009 Grove	Good	2009	#N/A	$ 64,400	$ 52,593	$ 11,807
1	RAM 1500 2015 YK40C6	Good	2015	06/09/15	$ 26,151	$ 14,383	$ 11,768
1	SUFFOLK	Good	2007	08/02/07	$ 68,607	$ 57,074	$ 11,533
1	RAM 1500 2015 YK41C6	Good	2015	06/09/15	$ 25,130	$ 13,821	$ 11,308
1	2015 FORD F150 SC	Good	2015	09/30/14	$ 35,617	$ 24,338	$ 11,279
1	TRAMAC 900 HYDRAULIC HAMMER	Good	#N/A	#N/A	$ 39,443	$ 28,267	$ 11,176
1	Sandvik Hydraulic Impact Hammer	Good	2012	05/31/12	$ 130,846	$ 119,942	$ 10,904
1	Land doll purchase	Good	2008	08/19/08	$ 62,611	$ 52,182	$ 10,429
1	2009 Volvo	Good	2009	#N/A	$ 100,247	$ 90,222	$ 10,025
1	2013 ISUZU NOR 17950 GVW CHASSIS	Good	2013	08/13/12	$ 70,222	$ 60,750	$ 9,473
1	2011 Isuzu NOR 17950 GVW CHASSIS	Good	2011	08/13/12	$ 68,304	$ 59,096	$ 9,208

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Appendix 4

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	Machinery and Equipment	Good	2008	05/01/08	$ 16,939	$ 14,257	$ 2,682
1	2007 GMC Sierra	Good	2007	10/01/07	$ 32,288	$ 29,864	$ 2,424
1	2007 GMC Sierra	Good	2007	10/01/07	$ 30,030	$ 27,771	$ 2,260
1	2013 GMC SIERRA 2500HD	Good	2013	08/17/12	$ 49,890	$ 47,642	$ 2,248
1	Rogers Tag20XXL Trailer	Good	2012	07/11/12	$ 20,510	$ 18,459	$ 2,051
1	2003 Grove YB4415XT	Good	2003	#N/A	$ 105,500	$ 103,742	$ 1,759
1	KAESER M100 375C COMPRESSOR W/ PARTS	Good	#N/A	#N/A	$ 44,516	$ 42,975	$ 1,541
1	95KY-GW-5S59-21 DPF Sootfilter	Good	2012	01/10/13	$ 6,689	$ 5,351	$ 1,338
1	CAT HP Hammer Kit	Good	2012	05/31/12	$ 15,771	$ 14,457	$ 1,314
1	crw wire	Good	2007	08/09/07	$ 18,792	$ 17,551	$ 1,241
1	ADJ PRIOR YR TO TIE GL	Good	#N/A	#N/A	$ 3,670	$ 2,568	$ 1,102
3	Ranger 305G welding machines-3 PIECES	Good	2012	05/31/12	$ 13,215	$ 12,114	$ 1,101
1	ARROWBOARD-2S9US211XCS132563	Good	2012	08/13/12	$ 4,296	$ 3,795	$ 501
1	ARROWBOARD-2S9US2118CS132562	Good	2012	08/13/12	$ 4,296	$ 3,795	$ 501
1	ARROWBOARD-2S9US2114CS132560	Good	2012	07/18/12	$ 4,242	$ 3,747	$ 495
1	ARROWBOARD-2S9US2114CS132560	Good	2012	07/18/12	$ 4,242	$ 3,747	$ 495
1	X0800-0036-00-ELEC MONITOR	Good	2012	01/10/13	$ 2,186	$ 1,749	$ 437
1	BACK PRESSURE MONITOR LOGGER	Good	2012	01/10/13	$ 2,083	$ 1,666	$ 417
1	ARROWBOARD-2S9US2113CS132372	Good	2012	06/07/12	$ 4,296	$ 3,938	$ 358
1	ARROWBOARD-2S9US2111CS132371	Good	2012	06/07/12	$ 4,296	$ 3,938	$ 358
1	ARROWBOARD-2S9US2114CS132395	Good	2012	06/07/12	$ 4,296	$ 3,938	$ 358
1	ARROWBOARD-2S9US2116CS132396	Good	2012	06/07/12	$ 4,296	$ 3,938	$ 358
1	ARROWBOARD-2S9US2115CS132373	Good	2012	05/23/12	$ 4,242	$ 3,888	$ 354
1	ARROWBOARD-2S9US2117CS132374	Good	2012	05/23/12	$ 4,242	$ 3,888	$ 353
1	ARROWBOARD-S59US2115CS132289	Good	2012	05/14/12	$ 4,242	$ 3,959	$ 283
1	ARROWBOARD-259US2111CS132290	Good	2012	05/14/12	$ 4,242	$ 3,959	$ 283
1	2007 GMC Sierra	Good	2007	#N/A	$ 30,030	$ 30,023	$ 7
1	H.O. Penn Leasing-CAT M315C	Good	2006	10/01/06	$ 197,784	$ 197,778	$ 6
1	2007 446D's	Good	2007	#N/A	$ 286,460	$ 286,455	$ 5
1	2007 GMC Sierra	Good	2007	#N/A	$ 32,288	$ 32,286	$ 2
1	JOHN DEERE EXCAVATOR	Good	1996	10/16/96	$ 160,836	$ 160,836	$ -
1	KOMATSU WA320-3	Good	1997	08/20/97	$ 129,009	$ 129,009	$ -
1	INGERSOLL RAND DD90 ROLLER	Good	2000	08/14/00	$ 64,118	$ 64,118	$ -
1	APE 50E DRIVER/EXTRACTOR	Good	2000	08/25/00	$ 59,669	$ 59,669	$ -
1	CAT 320BL	Good	2000	09/15/00	$ 101,178	$ 101,178	$ -
1	CAT 320BL	Good	2000	09/15/00	$ 101,178	$ 101,178	$ -
1	KOMATSU WHEEL LOADER	Good	2002	05/01/02	$ 187,474	$ 187,474	$ -
1	COMPRESSOR 175 CFM	Good	2002	06/14/02	$ 22,733	$ 22,733	$ -

Appendix

Schedule of C[illegible]/actor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2003 PETERBILT	Good	2003	12/05/02	$ 54,180	$ 54,180	$ -
1	2003 Peterbilt	Good	2003	03/21/03	$ 96,693	$ 96,693	$ -
1	JLG Telescope & Knuckle Boom 60' 45'	Good	2003	05/30/03	$ 124,488	$ 124,488	$ -
1	JLG Forklift 544D	Good	2003	11/10/03	$ 115,602	$ 115,602	$ -
1	Dumptruck	Good	2015	12/31/14	$ 114,030	$ 114,030	$ -
1	Tractor	Good	2015	12/31/14	$ 79,296	$ 79,296	$ -
1	Palfinger Knuckle Boom Crane	Good	2005	08/09/05	$ 95,599	$ 95,599	$ -
1	2005 Sprint C-35005HC	Good	2005	10/18/05	$ 72,377	$ 72,377	$ -
1	Caterpillar Excavator Model M315C	Good	2005	11/15/05	$ 194,642	$ 194,642	$ -
1	Caterpillar M315C Rubber Tire Excavator	Good	2005	11/15/05	$ 190,740	$ 190,740	$ -
1	Caterpillar 446D Backhoe Loader	Good	2005	11/15/05	$ 143,055	$ 143,055	$ -
1	Komatsu Wheel Loader	Good	2006	01/03/06	$ 323,308	$ 323,308	$ -
1	2005 Peterbilt-W/Palfinger Crane	Good	2006	01/03/06	$ 25,772	$ 25,772	$ -
1	SMALL EQUIPMENT-UNITED RENTAL	Good	#N/A	#N/A	$ 99,103	$ 99,103	$ -
1	ARPIELLE EQUIPMENT CO.	Good	#N/A	#N/A	$ 29,179	$ 29,179	$ -
1	WHISPERWATT MODEL DCA-70SSJE GENERA	Good	#N/A	#N/A	$ 43,332	$ 43,332	$ -
1	WHISPERWATT MODEL DCA-70SSJE GENERA	Good	#N/A	#N/A	$ 43,332	$ 43,332	$ -
1	JLG MODEL 2630ES 24-26' SCISSOR LIFT	Good	#N/A	#N/A	$ 9,430	$ 9,430	$ -
1	JLG MODEL 1930ES 19' SCISSOR LIFT	Good	#N/A	#N/A	$ 9,576	$ 9,576	$ -
1	SKID STEER TRUCK LDR2000-2399	Good	#N/A	#N/A	$ 58,068	$ 58,068	$ -
1	SKID STEER TRUCK LDR2000-2399	Good	#N/A	#N/A	$ 58,068	$ 58,068	$ -
1	Light Tower	Good	#N/A	#N/A	$ 29,350	$ 29,350	$ -
1	210 CFM COMPRESSOR	Good	2012	08/14/12	$ 16,168	$ 16,168	$ -
1	210CFM COMPRESSOR	Good	2012	08/14/12	$ 16,168	$ 16,168	$ -
1	GMC SAVANA	Good	2000	11/21/99	$ 25,451	$ 25,451	$ -
1	2000 GMC SAVANA	Good	2000	07/25/00	$ 25,212	$ 25,212	$ -
1	1992 MACK TRACTOR	Good	1992	08/11/00	$ 32,000	$ 32,000	$ -
1	2001 GMC SAVANA	Good	2001	08/29/00	$ 24,866	$ 24,866	$ -
1	2001 STEP VAN	Good	2001	12/20/00	$ 39,395	$ 39,395	$ -
1	2001 WH P31442	Good	2001	01/08/01	$ 39,395	$ 39,395	$ -
1	2001 WH P31442	Good	2001	01/20/01	$ 39,395	$ 39,395	$ -
1	2002GMC 1500	Good	2002	01/01/02	$ 24,453	$ 24,453	$ -
1	2002 VW PASSAT	Good	2002	01/01/02	$ 34,007	$ 34,007	$ -
1	2002 GMC 1500	Good	2002	01/01/02	$ 30,561	$ 30,561	$ -
1	2002 VOLKSWAGON	Good	2002	04/13/02	$ 18,755	$ 18,755	$ -
1	2002 GMC 2500	Good	2002	05/30/02	$ 30,787	$ 30,787	$ -
1	WORKHOUSE P31442	Good	2002	12/21/02	$ 41,202	$ 41,202	$ -
1	2004 GMC SAVANA	Good	2004	11/17/03	$ 26,822	$ 26,822	$ -

pendix 4

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2005 GMC Savana 3500	Good	2005	08/16/04	$ 26,900	$ 26,900	$ -
1	2004 GMC 1500 4x2	Good	2004	08/23/04	$ 32,832	$ 32,832	$ -
1	2005 GMC SAVANA 3500	Good	2005	08/27/04	$ 27,155	$ 27,155	$ -
1	2005 GMC SAVANA 3500	Good	2005	09/27/04	$ 26,877	$ 26,877	$ -
1	2005 GMC SAVANA 3500	Good	2005	10/13/04	$ 25,889	$ 25,889	$ -
1	Gomaco C-450 Cylinder Concrete Finisher	Good	2005	02/01/05	$ 60,496	$ 60,496	$ -
1	2007YUKON LUX (Expense)	Good	2007	01/01/07	$ 28,278	$ 28,278	$ -
1	2007 GMC SAVANA2500	Good	2007	05/19/07	$ 32,723	$ 32,723	$ -
1	lexus	Good	2007	07/12/07	$ 87,077	$ 87,077	$ -
1	2007Gabriellitruck	Good	2007	07/13/07	$ 74,969	$ 74,969	$ -
1	2007Gabriellitruck	Good	2007	07/13/07	$ 89,208	$ 89,208	$ -
1	2008 gabriellitruck	Good	2008	08/09/07	$ 101,139	$ 101,139	$ -
1	2008 KENWORTH TRIAXLE BOOM	Good	2008	09/27/07	$ 122,202	$ 122,202	$ -
1	2008 KENWORTH TRIAXLE BOOM	Good	2008	09/27/07	$ 4,114	$ 4,114	$ -
1	2008 gabriellitruck	Good	2008	10/10/07	$ 70,833	$ 70,833	$ -
1	2008 gabriellitruck	Good	2008	12/19/07	$ 63,119	$ 63,119	$ -
1	2009 GabrielliTruck	Good	2009	03/03/09	$ 97,719	$ 97,719	$ -
1	2009-GMC	Good	2009	08/31/09	$ 85,024	$ 85,024	$ -
1	2010 YUKON HYBRID	Good	2010	04/01/10	$ 63,240	$ 63,240	$ -
1	Wells Fargo- Van Buren Isuzu 2	Good	2010	11/30/10	$ 67,894	$ 67,894	$ -
1	Wells Fargo- Van Buren Isuzu 2	Good	2010	11/30/10	$ 67,894	$ 67,894	$ -
1	CHEVY 1500 SILVERADO WORK TRUCK	Good	2014	12/12/13	$ 20,555	$ 20,555	$ -
1	FORD F450	Good	2014	03/12/14	$ 55,984	$ 55,984	$ -
1	Ford F150	Good	2014	04/21/14	$ 25,148	$ 25,148	$ -
1	2003 PETERBILT	Good	2003	#N/A	$ 54,180	$ 54,180	$ -
1	2003 Peterbilt	Good	2003	#N/A	$ 96,693	$ 96,693	$ -
1	2005 Sprint C-35005HC	Good	2005	#N/A	$ 72,377	$ 72,377	$ -
1	2005 Peterbilt-W/Palfinger Crane	Good	2005	#N/A	$ 25,772	$ 25,772	$ -
1	18 TON Boom Truck	Good		#N/A	$ 236,500	$ 236,500	$ -
1	2006 caterpillar	Good	2006	#N/A	$ 203,011	$ 203,011	$ -
1	2000 GMC SAVANA	Good	2000	#N/A	$ 25,212	$ 25,212	$ -
1	1992 MACK TRACTOR	Good	1992	#N/A	$ 32,000	$ 32,000	$ -
1	2001 GMC SAVANA	Good	2001	#N/A	$ 24,866	$ 24,866	$ -
1	2001 STEP VAN	Good	2001	#N/A	$ 39,395	$ 39,395	$ -
1	2001 WH P31442	Good	2001	#N/A	$ 39,395	$ 39,395	$ -
1	2001 WH P31442	Good	2001	#N/A	$ 39,395	$ 39,395	$ -
1	2002GMC 1500	Good	2002	#N/A	$ 24,453	$ 24,453	$ -
1	2002 VW PASSAT	Good	2002	#N/A	$ 34,007	$ 34,007	$ -

Appendix

Schedule of C. .ractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2002 GMC 1500	Good	2002	#N/A	$ 30,561	$ 30,561	$ -
1	2002 VOLKSWAGON	Good	2002	#N/A	$ 18,755	$ 18,755	$ -
1	2002 GMC 2500	Good	2002	#N/A	$ 30,787	$ 30,787	$ -
1	2004 GMC SAVANA	Good	2004	#N/A	$ 26,822	$ 26,822	$ -
1	2005 GMC Savana 3500	Good	2005	#N/A	$ 26,900	$ 26,900	$ -
1	2004 GMC 1500 4x2	Good	2004	#N/A	$ 32,832	$ 32,832	$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	$ 27,155	$ 27,155	$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	$ 26,877	$ 26,877	$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	$ 25,889	$ 25,889	$ -
1	2007YUKON LUX (Expense)	Good	2007	#N/A	$ 28,278	$ 28,278	$ -
1	2007 GMC SAVANA2500	Good	2007	#N/A	$ 32,723	$ 32,723	$ -
1	2007Gabriellitruck	Good	2007	#N/A	$ 74,969	$ 74,969	$ -
1	2007Gabriellitruck	Good	2007	#N/A	$ 89,208	$ 89,208	$ -
1	2008 gabriellitruck	Good	2008	#N/A	$ 101,139	$ 101,139	$ -
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	$ 122,202	$ 122,202	$ -
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	$ 4,114	$ 4,114	$ -
1	2008 gabriellitruck	Good	2008	#N/A	$ 70,833	$ 70,833	$ -
1	2008 gabriellitruck	Good	2008	#N/A	$ 63,119	$ 63,119	$ -
1	2009 GabrielliTruck	Good	2009	#N/A	$ 97,719	$ 97,719	$ -
1	2009-GMC	Good	2009	#N/A	$ 85,024	$ 85,024	$ -
1	2010 YUKON HYBRID	Good	2010	#N/A	$ 63,240	$ 63,240	$ -
	Totals						$ 4,933,722

JUDLAU
OHL Group

CONTRACT NO. I-18-4446

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
To be determined	based on	Availability			

CONTRACT NO. I-18-4446

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
To be determined based on Availability					

CONTRACT NO. I-18-4446

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

List below the portions of the work which will be performed by subcontractors, the pay items which they relate to, the approximate value of the work to be subcontracted, and the names of firms being considered.

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. $ VALUE	IDENTIFIED CONTRACTOR
See Attached				

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.

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. $ VALUE	IDENTIFIED CONTRACTOR
REBAR	VARIOUS	0.68%	85,000.00	AC IRON, LLC
CONCRETE	VARIOUS	0.46%	58,000.00	CARRERA CONCRETE CONSTRUCTION
FENCING	VARIOUS	7.20%	900,000.00	INDUSTRIAL FENCE, INC.
LANDSCAPING	VARIOUS	1.52%	190,000.00	NATURAL CREATIONS LANDSCAPING, INC.
PAINT/SEALING	VARIOUS	0.32%	40,000.00	LOTUS OPTIONS, INC
PAVEMENT MARKING	VARIOUS	0.36%	45,000.00	MAINTENANCE COATINGS CO.
TRAFFIC/PVT MARK	VARIOUS	0.80%	100,000.00	D2K TRAFFIC EQUIPMENT & DESIGN, LLC
TEMP BARR WALL	VARIOUS	2.40%	300,000.00	SANCO, INC
TRUCKING	VARIOUS	2.00%	250,000.00	R.A. SEATON CONTRACTOR SERVICES LLC
TRUCKING	VARIOUS	0.44%	55,000.00	E KING CONSTRUCTION
TRUCKING	VARIOUS	0.36%	45,000.00	CHICAGOLAND TRUCKIN', INC.
TRUCKING	VARIOUS	0.40%	50,000.00	TRUCK KING HAULING CONTRACTORS
STEEL SUPPLIER	VARIOUS	1.16%	145,000.00	GREAT LAKES METALS CORPORATION
SEWER MATL SUPPLY	VARIOUS	0.38%	47,000.00	ALF CARTAGE, INC.
EARTH EX	VARIOUS	2.00%	250,000.00	JOHN KENO AND COMPANY

CONTRACT NO. I-18-4446

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 Bid 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 Lisle, IL this 20th day of May, 2019.

Judlau Contracting, Inc.
Name of Organization

By [redacted]

Executive Vice President
Title of Person Signing

STATE OF Illinois)
)
COUNTY OF DuPage)

Arnav Amin being duly sworn deposes and says that he/she is Executive Vice 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 20th day of May, 2019.

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

[redacted]
Notary Public

My Commission Expires: 04/19/2022

CONTRACT NO. I-18-4446

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

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

TOTAL OF BIDS PENDING AWARD _____

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement is available upon request to verify my/our financial position as of this date.

Judlau Contracting, Inc.
BIDDER

May 20, 2019
DATE

[redacted]
BY: SIGNATURE

Executive Vice President
TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of 4/5/2019
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	1	2	3	4	5	
Contract Number	60L71	60L72	I-17-4683	I-18-4391	60x10	
Contract With	IDOT	IDOT	ISTHA	ISTHA	IDOT	
Estimated Completion Date	7/2019	9/2019	7/2020	07/2019	08/2021	
Total Contract Price	64,381,809.81	59,119,640.15	38,317,884.22	12,206,238.24	47,976,134.23	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	11,973,237.36	11,981,868.89	38,317,884.00	7,225,234.13	43,131,441.13	112,629,665.51
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
	Total Value of All Work					112,629,665.51

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	$ 802,789.41	818,137.30	4,838,640.00	160,000.00	2,963,154.44	9,582,721.15
Portland Cement Concrete Paving					5,868,763.64	5,868,763.64
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	$ 1,447,709.96	653,098.66	3,265,980.00	220,000.00	2,763,154.44	8,349,943.06
Highway,R.R. and Waterway Structures	$ 52,943.38	72,173.50	7,104,179.09	736,524.05	4,263,154.44	12,228,974.46
Drainage	$ 75,371.08	841,077.86	314,214.00	525,000.00	3,038,154.44	4,793,817.38
Electrical						0.00
Cover and Seal Coats		69,471.96	250,000.00	15,000.00		334,471.96
Concrete Construction		1,596,660.38	2,409,246.00	336,500.00		4,342,406.38
Landscaping			450,000.00			450,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	$ 158,981.30	255,827.90	28,530.00		863,154.44	1,306,493.64
Foundation (Caisson & Pile)		412,504.56	0.00			412,504.56
Mobilization		280,000.00	0.00	71,000.00		351,000.00
General Items	$ 476,397.20	665,065.00	4,406,267.38	1,303,119.01	4,578,050.33	11,428,898.92
Totals	3,014,192.33	5,664,017.12	23,067,056.47	3,367,143.06	24,337,586.17	59,449,995.15

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	Abari	Abari	MEADE	AC Iron	AC Iron
Type of Work	Flatwork	Flatwork	ELECTRICAL	REBAR	Rebar F&I
Subcontract Price	3,695,876.78	1,822,831.23	1,881,513.00	190,000.00	611,291.16
Amount Uncompleted	1,537,124.90	747,011.80	1,880,889.84	172,787.60	611,291.16
Subcontractor	Acura	Acura	ACURA	American Veterans	Traffic Control & Protection
Type of Work	PCC Pvmt	Concrete Paving	PCCP	Landscaping	Traffic Control
Subcontract Price	9,751,419.06	5,214,099.01	4,055,382.00	90,001.40	1,402,188.48
Amount Uncompleted	3,044,833.90	781,559.84	4,055,382.00	69,195.77	1,376,918.28
Subcontractor	Austin Tyler	Austin Tyler	KUJO	Industrial Fence	Laredo Systems
Type of Work	Ashpalt Pvmt	HMA Paving	SIGNAGE	Fence Guardrail	Landscaping
Subcontract Price	6,561,041.38	2,604,469.07	775,056.00	248,594.84	976,325.11
Amount Uncompleted	$1,698,792.97	589,194.62	775,056.00	101,439.43	944,210.11
Subcontractor	C3 Corp	C3 Corp	IFI	JG Demo	Tri-Tech Electric
Type of Work	Survey	Survey	FENCE/GUARDRAIL	Conc Paving	Electrical
Subcontract Price	375,000.00	315,250.00	482,627.00	1,423,562.25	7,468,377.37
Amount Uncompleted	20,490.00	220,640.00	482,627.00	602,950.97	7,261,872.35
Subcontractor	EMA CONSTRUCTION	Homer Tree Service	TSI	KUJO	Clausen Structures
Type of Work	Rebar	Tree Removal	Traffic Control	Signage	Structural Steel Erect
Subcontract Price	553,475.43	162,664.00	73,080.00	508,707.00	198,880.00
Amount Uncompleted	2,648.76	30,419.20	73,491.00	245,655.00	198,880.00
Subcontractor	H & H Electric	IFI	Builders	MEADE	Northern Contracting
Type of Work	Electric	Fencing	Asphalt Pave	Electrical	Fence & Guardrail
Subcontract Price	2,732,615.89	108,089.85	1,570,782.00	2,072,612.16	598,101.38
Amount Uncompleted	1,275,353.15	86,243.11	1,570,782.00	1,706,583.02	598,101.38
Subcontractor	Homer Tree	MA Steel	Ray Edwards	METROMEX	Western Remac
Type of Work	Tree Removal	Rebar Installtion	Sewer	Asphalt	Signage
Subcontract Price	153,782.70	3,516,158.37	1,588,853.00	850,638.03	1,005,900.37
Amount Uncompleted	9,850.00	1,483,886.97	1,580,730.68	410,423.36	1,005,900.37
Subcontractor	Industrial Fence	Natural Creations	Claussen	Procision	K-Five Construction
Type of Work	Fence/Guardrail	Landscaping	Rebar F&A	Boring	HMA Paving
Subcontract Price	512,800.62	856,319.07	1,706,726.33	262,926.00	3,218,654.49
Amount Uncompleted	71,756.54	612,916.31	1,706,726.33	233,118.00	3,218,654.49
Subcontractor	Martinez UG	Procision Boring	Marking Specialists	Roadsafe	Era Valdivia Contractors
Type of Work	Sewer	Directional Boring	Pavement Marking	MOT	Structural Repairs
Subcontract Price	578,077.32	241,594.01	72,027.00	480,880.87	112,706.00
Amount Uncompleted	0.00	112,006.16	72,027.00	308,704.29	112,706.00
Subcontractor	Natural Creations	Trafic Services Inc	NATURAL CREATIONS	Toughcuts	RPE Trucking
Type of Work	Landscaping	Traffic Control	Landscaping	Grooving	Trucking
Subcontract Price	1,424,595.07	1,263,045.54	926,032.00	2,233.63	27,571.00
Amount Uncompleted	762,857.31	723,159.70	926,032.00	7,233.63	252,838.75

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	Trafic Services	Van Mack Electric	Era Valdivia		DGI-MENARD
Type of Work	MOT	Electrical	Painting		GROUND STABILZATION
Subcontract Price	1,987,177.20	2,044,140.39	167,963.10		495,000.00
Amount Uncompleted	530,113.50	864,695.68	167,963.10		495,000.00
Subcontractor	Visue	Visu Sewer	Quality Saw		PRECISION PAVEMENT MARKINGS
Type of Work	Sewer	Sewer Cleaning	Sawcutting		PAVEMENT MARKINGS
Subcontract Price	10,097.00	30,334.00	76,046.02		356,823.13
Amount Uncompleted	5,224.00	17,677.50	76,046.02		347,506.33
Subcontractor		Tough Cuts	Metro Steel		LJ KEEFE
Type of Work		Bridge Deck Grooving	Erection		Jack and Bore
Subcontract Price		84,456.90	409,002.56		222,885.00
Amount Uncompleted		48,440.88	409,002.56		222,885.00
Subcontractor			CTI		QUALITY SAW AND SEAL
Type of Work			Vibration Monitoring		Sawcutting
Subcontract Price			14,072.00		208,787.54
Amount Uncompleted			14,072.00		193,523.54
Subcontractor			Truck King		Homer Tree Service
Type of Work			Hauling		Tree Removals
Subcontract Price			$ 1,000,000.00		10,975.00
Amount Uncompleted			$ 1,000,000.00		10,975.00
Subcontractor			Chicagoland Tuckin		Antigo Construction
Type of Work			Hauling		Concrete Breaking
Subcontract Price			$ 230,000.00		22,464.40
Amount Uncompleted			$ 230,000.00		22,464.40
Subcontractor			RA Seaton		Divine Cement, Inc.
Type of Work			Hauling		Conrete Flatwork
Subcontract Price			$ 230,000.00		1,850,390.80
Amount Uncompleted			$ 230,000.00		1,850,390.80
Total Uncompleted					Sheridan Plumbing & Sewer
Type of Work					Sewer Televising
Subcontract Price					69,737.00
Amount Uncompleted					69,737.00
Total Uncompleted	8,959,045.03	6,317,851.77	15,250,827.53	3,858,091.07	18,793,854.96

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 4/5/2019

(Letting date)

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	6	7	8	9	
Contract Number	K72374	62A74	61E18	60X79	
Contract With	METRA	IDOT	IDOT	IDOT	
Estimated Completion Date	3/2020	4/2019	10/2019	7/2020	
Total Contract Price	17,235,000.00	21,510,224.87	15,099,950.92	37,587,819.09	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	14,518,643.23	4,583,028.19	9,038,038.33	35,900,319.09	176,669,694.35
Uncompleted Dollar Value if Firm is the Subcontractor					0.00
		Total Value of All Work			176,669,694.35

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork		650,000.00	144,000.00	7,000,000.00	17,376,721.15
Portland Cement Concrete Paving				400,000.00	6,268,763.64
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			175,000.00	400,000.00	8,924,943.06
Highway,R.R. and Waterway Structures			3,437,000.00		15,665,974.46
Drainage		100,000.00		4,000,000.00	8,893,817.38
Electrical					0.00
Cover and Seal Coats					334,471.96
Concrete Construction		450,000.00		2,750,000.00	7,542,406.38
Landscaping					450,000.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition	194,000.00	80,000.00	100,422.37	500,000.00	2,180,916.01
Pavement Markings (Paint)					0.00
Foundation (Caisson & Pile)					
Mobilization				562,500.00	913,500.00
General	6,573,968.57	533,031.18	1,254,260.97	4,076,066.95	23,866,226.59
Totals	6,767,968.57	1,813,031.18	5,110,683.34	19,688,566.95	92,417,740.63

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9
Subcontractor	Aldridge Electric	Arteaga	Alliance Fence	CLAUSEN
Type of Work	Caisons	Landscaping	Fence	REBAR/STEEL
Subcontract Price	3,106,716.00	51,248.97	164,203.00	4,404,947.03
Amount Uncompleted	3,106,716.00	40,000.00	7,837.00	4,404,947.03
Subcontractor	American Restoration	Carrera	Arteaga	STALWORTH
Type of Work	Waterproofing	Concrete Flatwork	Landscaping	CAISSONS
Subcontract Price	216,836.79	72,989.50	82,102.13	6,170,096.00
Amount Uncompleted	216,836.79	72,989.50	60,626.00	6,170,096.00
Subcontractor	Area Equipment	Eno Inc.	Atlantic Painting	INTEGRITY
Type of Work	Steel Erection	Trucking	Painting	ENVIRONMENTAL
Subcontract Price	2,150,000.00	611,000.00	71,811.00	132,850.00
Amount Uncompleted	2,150,000.00	102,000.00	71,811.00	132,850.00
Subcontractor	Atlantic Painting	GRL Engineers	Clausen	VIBRATECH
Type of Work	Lead Abatement	Testing	Rebar	VIBRATION MON
Subcontract Price	825,900.00	8,220.00	405,974.88	250,500.00
Amount Uncompleted	676,996.16	3,100.00	347,683.00	250,500.00
Subcontractor	MA Rebar	Hecker	Divine	LJ KEEFE
Type of Work	Rebar Erection/Supply	Electrical	Concrete Flatwork	SS JACKING
Subcontract Price	328,973.94	200,735.25	657,253.00	996,370.00
Amount Uncompleted	321,158.84	31,500.00	128,402.97	996,370.00
Subcontractor	Meade Electric	Homer Tree	Envior OPS	KAPUR
Type of Work	Electric	Tree Removal	Testing	SURVEY
Subcontract Price	324,015.23	23,610.00	41,775.00	290,500.00
Amount Uncompleted	171,509.76	0.00	22,850.00	290,500.00
Subcontractor	Industrial Fence	Industrial Fence	Javelina	ARTEAGA
Type of Work	Fencing	Fencing	Asphalt Milling	LANDSCAPE
Subcontract Price	472,555.61	70,514.11	0.00	123,273.79
Amount Uncompleted	472,555.61	59,000.00	0.00	123,273.79
Subcontractor	Metromex	Integrity Enviro	K&K	HOMER
Type of Work	Asphalt	Environmental	Pedestrain Rail	TREE REM
Subcontract Price	129,945.50	43,787.50	672,290.43	13,890.00
Amount Uncompleted	129,945.50	2,295.00	672,290.43	13,890.00
Subcontractor	Bechstein Construction	MA Rebar	Len Cox	S&J
Type of Work	Demoltition	Rebar	Sewer	SIGNAGE
Subcontract Price	820,000.00	2,027,241.00	322,542.76	57,183.00
Amount Uncompleted	504,956.00	150,000.00	91,360.40	57,183.00
Subcontractor	Sandsmith Masonry	Metromex	Meyer	IFI
Type of Work	Tuck Pointing	Asphalt	Conc Pumping	FENCE
Subcontract Price	77,000.00	124,487.51	21,102.70	171,579.77
Amount Uncompleted	0	124,487.51	21,102.70	171,579.77

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9
Subcontractor		Michels	Roadsafe	CITY LIGHTS
Type of Work		Caissons	MOT/Sign/Pvmt Mrk	ELECTRIC
Subcontract Price		5,494,878.00	98,207.00	1,740,000.00
Amount Uncompleted		163,000.00	58,469.78	1,740,000.00
Subcontractor		MTC Morenos	Quality	CARRERA
Type of Work		Trucking	Sawcut	CONC FLATWORK
Subcontract Price		0.00	45,429.27	71,548.75
Amount Uncompleted		0.00	39,601.60	71,548.75
Subcontractor		National Power Rodding	Clean Cut	TSI
Type of Work		Sewer Cleaning	Tree Removal	TRAFFIC
Subcontract Price		44,880.00	11,508.00	737,555.30
Amount Uncompleted		23,625.00	0.00	737,555.30
Subcontractor		R.A.Seaton	Schroeder	CTI
Type of Work		Trucking	Asphalt	SETL MONITOR
Subcontract Price		97,726.00	746,245.00	126,558.50
Amount Uncompleted		0.00	402,934.27	126,558.50
Subcontractor		Reliable	Michels	STRATA
Type of Work		Water Main	Caissons	INCLINOMETER
Subcontract Price		1,118,356.00	649,616.12	24,900.00
Amount Uncompleted		440,000.00	301,567.91	24,900.00
Subcontractor		Sonican	Tritech	TRUCK KING
Type of Work		Trucking	Electrical	TRUCKING
Subcontract Price		2,940.00	2,361,543.00	450,000.00
Amount Uncompleted		0.00	1,465,982.00	450,000.00
Subcontractor		Strata	Vibratech	E KING
Type of Work		Drilling	Vibration Monitoring	TRUCKING
Subcontract Price		12,880.00	15,000.00	450,000.00
Amount Uncompleted		0.00	15,000.00	450,000.00
Subcontractor		Structure Preservation	ENO	
Type of Work		Water Main Rehab	Trucking	
Subcontract Price		1,937,500.00	407,531.00	
Amount Uncompleted		1,457,000.00	120,861.93	
Subcontractor		Traffic Services	MTC-Moreno	
Type of Work		Traffic Control	Trucking	
Subcontract Price		199,125.02	105,297.50	
Amount Uncompleted		101,000.00	96,225.00	
Subcontractor		Vibratech	DLZ	
Type of Work		Vibration Monitoring	Survey	
Subcontract Price		61,250.00	56,700.00	
Amount Uncompleted		0.00	2,749.00	
Total Uncompleted	7,750,674.66	2,769,997.01	3,927,354.99	16,211,752.14

Illinois State Toll Highway Authority

SPECIAL PROVISION

FOR

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. POLICY STATEMENT

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR ASSURANCE

The Contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

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

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

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

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal by 5:00 p.m. of the fifth calendar day after email notification to the prime from the Tollway of low apparent Bidder status.

The submission of DBE Form 2025 should be via email to constructionbid@getipass.com.

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

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

6.2.1 The name and address of each DBE to be used;

6.2.2 A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as "miscellaneous" and prices such as "lump sum" are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract.

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

6.2.4 Mobilization costs should be included in the cost of the pay item for which it is associated rather than as a separate pay item on the DBE Utilization Plan, DBE Form 2025 for DBE subcontractors.

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

6.2.6 The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

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

6.2.8 If the Bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).

6.2.9 If the Bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.

6.2.10 The contract will not be awarded until the DBE Utilization Plan, including if applicable, the Bidder's good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the Bidder made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

6.3 Counting DBE Participation

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

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

6.3.2 The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

6.3.3 One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.

6.3.4 When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.

6.3.5 One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

6.3.6 One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.

6.3.7 If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

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

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

6.4 Demonstrating Commercially Useful Function

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

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

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

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

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

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

The extended documentation period is intended to allow Contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the Contractor could achieve through good faith efforts. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low Bidder. In no case should a Contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision. When ISTHA determines that a Contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the Bidder to take advantage of the extended documentation period.

6.6 Good Faith Efforts Procedures

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

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

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

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

6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the Bidder. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow- up initial solicitations.

6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

6.6.4 Negotiating in good faith with interested DBEs.

6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE

goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

6.6.5 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.

6.6.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.

6.6.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

6.6.8 Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request within five working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com, (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.

A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the Bidder to extend the time for award. The request will be forwarded to ISTHA's Chief of Diversity and Strategic Development. The Chief of Diversity and Strategic Development may extend an opportunity to the Bidder to meet in person in order to consider all issues of whether the Bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Diversity and Strategic Development, the Bidder will be sent a written decision within 10 working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall approve the DBE Utilization Plan submitted by the Bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

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

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

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

7.2 Changes to the DBE Utilization Plan

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

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

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

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

7.2.1 Unavailability after receipt of reasonable notice to proceed;

7.2.2 Failure of performance;

7.2.3 Financial incapacity;

7.2.4 Refusal by the subcontractor to honor the bid or bid price or scope or schedule;

7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;

7.2.7 The subcontractor's withdrawal of its bid or bid; or

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

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the Contractor must notify the Diversity and Strategic Development Department in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan. The request must state specific reasons for the substitution or change. A letter from the DBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request. Any refusal by the DBE to provide such a letter must be documented by the Contractor. The Diversity and Strategic Development Department will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within 5 working days of receipt of the request.

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

If the Contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the DBE Utilization Plan, the Contractor must obtain the approval of the Diversity and Strategic Development Department to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

A new subcontract, a new Form 2025 for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Diversity and Strategic Development Department within 5 working days of the Contractor's receipt of the Tollway's approval for the substitution or other change.

7.3 The submission of the DBE Payment Report

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

The Contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material, the Contractor shall submit a DBE Final Payment Report on ISTHA DBE Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement concerning the final payment exists between the Contractor and the DBE or if the Contractor believes that the DBE's work has not been satisfactorily completed.

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

8. SANCTIONS

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

to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; liquidated damages based on the damage to the Tollway from the Contractor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the Contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the Contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

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

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR:_____
CONTACT NAME:_____
CONTACT PHONE NUMBER:_____
CONTACT E-MAIL:_____

CONTRACT NUMBER_____

Check one:

☐ Contractor will meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as presented below.

☐ Contractor will meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE.

☐ Contractor requests a waiver of the DBE Contract Goal.

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, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST:_____

PERCENTAGE OF WAIVER REQUEST: _____

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

DBE UTILIZATION PLAN

DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount ($) If supplier, enter 60% credit amount.
	TOTAL	

For ebid: the submission of Form 2026 constitutes signature of this form.
For hardcopy: signature required.
Form 2026 - 03/2018

_____
Signature

Date: 5/30/2019

To: Contact Name: Shamik Amin

Contractor Company Name: Judlau Contracting, Inc.

From Deanna Dinkel

DBE Project Specialist

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

Subject: **DBE Plan Review** **Date Original Plan Submitted:** 5/30/2019 **Revision #** 0

Contract # I-18-4446 **Established DBE Goal:** 22.00 %

Contract Description: Retaining Wall Construction, Grading and Shoulder Rehabilitation - Tri-State Tollway (I-294) - Mile Post 31.5 to Mile Post 34.9

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

Notes:

DBE Plan as Submitted by apparent low bidder:

Core Bid Amount **$11,477,295.13**

D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
AC Iron, LLC	SB	D/MBE	Rebar	$85,730.80	$85,730.80	0.74 %	IDOT	M	Hispanic
ALF Cartage, Inc.	Supplier	DBE	Sewer material supply	$78,992.65	$47,395.59	0.41 %	IDOT	F	Caucasian
Carrera Concrete Construction, Inc.	SB	D/MBE	Gutter	$58,254.00	$58,254.00	0.50 %	City of Chicago	M	Hispanic
Chicagoland Truckin Incorporated	Trucker	D/MBE	Trucking	$57,566.00	$57,566.00	0.50 %	IDOT	M	Hispanic
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	Pavement marking & MOT	$108,381.60	$108,381.60	0.94 %	IDOT	M	Native American
E King Construction Co., Inc.	Trucker	WBE	Trucking	$68,750.00	$68,750.00	0.59 %	City of Chicago	F	African American
Five Star Hauling	Trucker	W/MBE	Trucking	$54,000.00	$54,000.00	0.47 %	City of Chicago	F	Hispanic
Great Lakes Metals Corporation	Supplier	D/WBE	Pile supply	$237,709.00	$142,625.40	1.24 %	City of Chicago	F	Caucasian
H II Construction Company	Trucker	D/MBE	Trucking	$10,000.00	$10,000.00	0.08 %	IDOT	M	African American
Industrial Fence, Inc.	SB	D/MBE	Fence & Guardrail	$912,561.66	$912,561.66	7.95 %	City of Chicago	M	Hispanic
Lotus Options, Inc.	SB	DBE	Painting & sealing	$41,565.25	$41,565.25	0.36 %	IDOT	M	Hispanic
Maintenance Coatings Co.	SB	D/WBE	Pavement marking	$44,388.25	$44,388.25	0.38 %	City of Chicago	F	Caucasian
MM Hauling, Inc.	Trucker	DBE	Trucking	$10,000.00	$10,000.00	0.08 %	IDOT	M	Hispanic
Natural Creations Landscaping, Inc.	SB	D/MBE	Landscaping	$168,561.90	$168,561.90	1.46 %	City of Chicago	M	Hispanic
R A Seaton Contractor Services, LLC	Trucker	DBE	Trucking	$265,020.00	$265,020.00	2.30 %	IDOT	F	Caucasian
Sanco Traffic Control	SB	DBE	MOT	$329,090.50	$329,090.50	2.86 %	IDOT	M	Hispanic
Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	$10,000.00	$10,000.00	0.08 %	City of Chicago	M	Hispanic

Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	$65,105.00	$65,105.00	0.56 %	City of Chicago	M	Hispanic
Walls Trucking Inc.	Trucker	D/MBE	Trucking	$54,000.00	$54,000.00	0.47 %	IDOT	M	Hispanic
Total # of subcontracts: 19			**TOTAL**	**$2,659,676.61**	**$2,532,995.95**	**22.06 %**			
Total # of subcontractors: 18			**Total %**	**23.17 %**	**22.06 %**				

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Judlau Contracting, In
CONTACT NAME: Shamik Amin
CONTACT PHONE NUMBER: 630-387-6040
CONTACT E-MAIL: shamik.amin@ohlna.com

CONTRACT NUMBER I-18-4446

Check one:

☒ Contractor will meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as presented below.

☐ Contractor will meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE.

☐ Contractor requests a waiver of the DBE Contract Goal.

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, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

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DBE UTILIZATION PLAN

DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount ($) If supplier, enter 60% credit amount.
AC Iron	Rebar Furn and Erect	$85,730.80
Carrera Concrete	Concrete Flatwork	$58,254.00
Industrial Fence	Fence & Guardrail	$912,561.66
Lotus Options	Paint	$41,565.25
Maintenance Coatings (2nd Tier)	Pavement Marking	$44,388.25
D2K (2nd Tier)	Traffic Control	$108,381.60
Sanco (2nd Tier)	Temporary Barrier Wall	$329,050.50 ~~$316,040.50~~
Natural Creations	Landscaping/Erosion	$168,561.90
	TOTAL	See Second Page

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Form 2026 - 03/2018

[redacted]
Signature

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RA Seaton	Trucking $265.00	20.00 ~~$250,000.00~~
E King Hauling	Trucking	$ 68,750.00 ~~$55,000.00~~
Chicagoland Truckin	Trucking	$ 57,566.00 ~~$45,000.00~~
Truck King Hauling	Trucking	$ 65,105.00 ~~$50,000.00~~
Great Lakes Metals	Pile Supply	$142,625.00
ALF Cartage	Sewer Material Supply	$47,395.59
HIL CONSTRUCTION, CO. (2ND TIER)	HAUL ASPHALT MATERIAL	$10,000.00
MM HAULING, INC. (2ND TIER)	HAUL ASPHALT MATERIAL	$10,000.00
TRUCK KING HAULING (2ND TIER)	HAUL ASPHALT MATERIAL	$10,000.00
WALLS TRUCKING (2ND TIER)	HAUL GRINDINGS & ASPHALT	$54,000.00
FIVE STAR HAULING (2ND TIER)	HAUL GRINDINGS & ASPHALT	$54,000.00
	TOTAL	~~$2,325,504.55~~ $2,532,955.55

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[redacted]
Signature

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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REVISED

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Form 2026 - 03/2018

[redacted]
Signature

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	AC Iron, LLC
CIRCLE ALL THAT APPLY:	DBE ☑ MBE ☑ WBE ☐ SBA 8(A) ☐

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
50500505	Stud Shear Connectors - Furnish and Install	852	14.00	11,928.00		11,928.00
50800205	Reinforcement Bars, Epoxy Coated - Furnish and Install	31,700	2.01	63,717		63,717.00
LI637012	Concrete Barrier Transition - Furnish and Install	5,370	1.86	9,988.20		9,988.20
LI637012	Concrete Barrier Transition - Furnish	160	0.61	97.60		97.60
			TOTALS FOR THIS DBE FIRM:	$85,730.80		$85,730.80 NaN

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JULAN CONTRACTING INC.
Email: SHAMIK.AMIN@ONLVA.COM
Phone: 630-387-6040
Addr 1011 WARRENVILLE RD, STE 195 LISLE, IL 60532

[redacted] ESTIMATOR 5·31·2019
Signature for DBE Contractor — Title — Date

Contact: Paul Knueppel
Firm: AC Iron, LLC
Email: paul@ac-iron.com
Phone: 708-474-4766
1938 177th Street, Lansing, IL 60438

ISTHA_DBE Form 2025_TEMPLATE_042018

Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	AC Iron, LLC
CIRCLE ALL THAT APPLY:	DBE ☑ MBE ☑ WBE ☐ SBA 8(A) ☐

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
50500505	Stud Shear Connectors - Furnish and Install	852	14.00	11,928.00		11,928.00
50800205	Reinforcement Bars, Epoxy Coated - Furnish and Install	31,700	2.01	63,717		63,717.00
LI637012	Concrete Barrier Transition - Furnish and Install	5,370	1.86	9,988.20		9,988.20
LI637012	Concrete Barrier Transition - Furnish	160	0.61	97.60		97.60
			TOTALS FOR THIS DBE FIRM:	$ 85,730.80		$ 85,730.80 NaN

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JUDLAU CONTRACTING, INC.
Email: SHAMIK.AMIN@OHENA.COM
Phone: 630-387-6040
Addr 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] ESTIMATOR 5.31.2019
Signature for DBE Contractor — Title — Date

Contact: Paul Knueppel
Firm: AC Iron, LLC
Email: paul@ac-iron.com
Phone: 708-474-4766
1938 177th Street, Lansing, IL 60438

May 29, 2019

1938 177th Street
Lansing, IL 60438

PROJECT: ***ISTHA CONTRACT NO. I-18-4446 - Retaining Wall Construction, MP 31.5 - MP 34.9***

REINFORCING STEEL INSTALLATION

We propose to furnish all labor and tie wire to install reinforcing steel for the above referenced project subject to the following conditions and unit prices:

ITEM - UNIT PRICE - REBAR INSTALL ONLY - ST. TIME (esc thru 5/31/20-add 4% every June 1 thereafter)

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	Total
50500505	852	ea	INSTALL SHEAR STUDS - WALL - UP TO 3/4' X 6" (Iincludes up to 6" stud and lite grinding)	$ 14.00	$ 11,928.00
		ea	ADD MOB CHARGE for WALL- (If called out to shoot less than 500 studs)	$ 1,000.00	$ -
					$ -
50800205	31,700	lb	INSTALL A706 EPOXY REBAR - (Includes - Ret. Wall Cap & RW TS32.60R, SB	$ 1.40	$ 44,380.00
					$ -
					$ -
J1637012	5,370	lb	INSTALL A706 EPOXY REBAR - CONC. BARR., TRANSITION (70')	$ 1.25	$ 6,712.50
					$ -
					$ -
					$ -
				Approx. Total	$ 63,020.50

IN ADDITION TO LABOR INSTALL SEE MATERIAL SUPPLY FURTHER DOWN
(For Materials Installed By AC IRON Only)

T & M RATES below will apply to the following : **See Exclusions & Clarifications- Following rates will apply.**
* (see rebar exclusions for further info)

OVERTIME PREMIUM : (good thru 5/31/20) $ 66.00 /man hr.

T & M RATES : (good thru 5/31/20)

GEN. FOREMAN	$ 139.00	/man hr.
FOREMAN	$ 135.00	/man hr.
JOURNEYMAN	$ 132.00	/man hr.

LABOR PRICES INCLUDE:

1. Union labor including supervision on one shift Monday thru Friday (no O.T.).
2. Mucking through lunch. (when required)

****TERMS OF PAYMENT LISTED BELOW****

1. **AC Iron will invoice contractor by-monthly and expect payment within 30 days of each invoice.**
2. **All terms and conditions of this proposal to be included in contract documents. (No Exceptions)**
3. **NO RETENTION.**
4. **ALL T & M INVOICES TO BE PAID IN FULL WITHIN 30 DAYS OF DATE OF INVOICE.**

CLARIFICATIONS AND EXCLUSIONS

The prices quoted are based on the assumption that the contractor will provide the following to AC Iron at no cost.

1. Crane service with adequate capacity for unloading, hoisting and handling of materials during the time of installation, hoisting to the level of installation and sufficient to meet the schedule requirements of the job.
2. Deliveries to be made as needed, to avoid double handling, and spotted in locations in proximity to the contractors pour locations.
3. Lines, grades, templates, accessories and elevations for the placement of footing dowels, walls, etc., plus all other templates for the proper alignment of reinforcing steel.
4. When AC Iron is not the supplier, all accessories (spacers, bolsters, chairs, support bars, standees, etc.) fabricated to proper specifications and totally assembled with no need for field adjustments.
5. Maintenance of site safety requirements per OSHA standards, job specification and local ordinances, including protection for any protruding reinforcing steel.
6. A "Competent Person" in all cases where unusual hazards are present, to assure OSHA required safety measures are met, or in their absence, to prevent workers from working in hazardous situations.
7. Sanitary facilities.
8. An adequate number of full size approved detailed placing drawings and 2 sets of final contract documents.
9. Written notification of all change orders and claims whether owner or contractor initiated, which pertain to the subcontractors scope of work.
10. Adequate storage for reinforcing steel within the swing radius of the crane service to the point of placement, sufficient dunnage to support the reinforcing steel off the ground.
11. A minimum of 24 hours notice shall be given for manpower requirements.
12. Fabricator and/or supplier to furnish AC Iron with material quantities delivered to the subject site.
13. All planking, work platforms needed for the safe performance of the work. These items shall conform to OSHA requirements.

REBAR EXCLUSIONS:

1. **Drilling and/or grouting of rebar.**
2. **Straightening, sandblasting or replacement of reinforcing.**
3. **Stockpiling, re-handling or inventorying of materials. (including pre-fabricated units)**
4. **Cleaning of reinforcing steel, new or existing.**
5. **Hoisting equipment including operators.**
6. **Field fabrication of reinforcing materials.**
7. **Welding, welding equipment and materials.**

May 29, 2019

AC IRON
1938 177th Street
Lansing, IL 60438

PROJECT: *ISTHA CONTRACT NO. I-18-4446 - Retaining Wall Construction, MP 31.5 - MP 34.9*

8. Oxygen, acetylene and torches if required.
9. Installation of Splicer bars, bend out dowels or Mechanical splicers.
10 Roadway barrier walls, sidewalks, sewer related work...etc.
11. Mucking after normal working hours.
12. Overtime or night work.
13. Patching, repair or replacement of reinforcing.
14. Installation & mucking of welded wire fabric.
15. Any additional safety training required by contractor or owner.
16. Additional cost for insurance over and above the sample provided with proposal.
17. Equipment or service pads.
18. Masonry reinforcing of any kind.
19. Lost time and/or travel time for short days.
20. Cleaning of structural beams of dirt, scale, paint, galvanized coating, heavy rust or lead abatement for installation of shear studs.
21. Air compressor for installation of mechanical splicers.

REINFORCING STEEL MATERIAL SUPPLY

We propose to supply fabricated reinforcing steel and accessories for the above referenced project subject as follows:

PRICES BELOW GOOD FOR ONLY 15 DAYS

EPOXY PRICES FIRM UNTIL ***12/31/2019*** *ADD* ***$ 40.00*** *TON. And every 3 months thereafter.*

NUMBER OF EPOXY/PLAIN DELIVERY TRUCKS ALLOCATED: ***2***

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	Total
					$ -
50800205	31,700	lb	A706 EPOXY REBAR-INCLUDES BAR SUPPORTS PER CRSI/IDOT STANDARDS	$ 0.61	$ 19,337.00
					$ -
JT637012	5,370	lb	A706 EPOXY REBAR - (includes - median barrier trans.)	$ 0.61	$ 3,275.70
	160	lb	A706 EPOXY REBAR SPIRALS	$ 0.61	$ 97.60
					$ -
					$ -
			Inclusions:		$ -
		1	A706 REBAR		$ -
		2	BAR SUPPORTS PER CRSI/IDOT STANDARDS		$ -
		3	SEISMIC HOOKS FOR SPIRALS		$ -
					$ -
			Exclusions:		$ -
		1	MULTIPLE STOPS PER LOAD		$ -
		2	SURETY BOND		$ -
		3	DOWELS OF ANY KIND		$ -
		4	DRAWINGS OF ANY KIND		$ -
		5	SUPPORTS FOR BARS ON GRADE AND VERT WORK (CAISSON ACCESSORIES....ETC.)		$ -
		6	ADDITIONAL BAR SPLICERS FOR TESTING - NOT LISTED ABOVE		$ -
		7	ADDITIONAL MECHANICAL SPLICERS FOR TESTING - NOT LISTED ABOVE		$ -
		8	"Pay if Paid" or "Pay when Paid" Clauses of any Kind		$ -
		9	Bonds of Any Kind, Sales tax, etc....		$ -
		10	ANYTHING NOT LISTED ABOVE		$ -
					$ -
					$ -
			ALL TERMS OF OUR SUPPLIER SHALL BE INCLUDED IN CONTRACT		$ -
					$ -
					$ -
					$ -
				Approx. Total	$ 22,710.30

MATERIAL CLARIFICATIONS AND EXCLUSIONS

TOTAL = $85,730.80

****TERMS OF PAYMENT LISTED BELOW****

1. Terms are net 30 days from shipment. (No exceptions)
2. NO RETENTION. (No exceptions)
3. All terms and conditions of this proposal to be included in contract documents. (No Exceptions)

May 29, 2019

1938 177th Street
Lansing, IL 60438

PROJECT: ***ISTHA CONTRACT NO. I-18-4446 - Retaining Wall Construction, MP 31.5 - MP 34.9***

****TERMS AND CONDITIONS****

1. Changes or additions in contract drawings may require revised pricing.
2. Placing drawings must be used with contract drawings. Quantities based on plan bar list.
3. The quantities quoted herein are approximate only and are quoted on a UNIT PRICE basis. Any agreement to furnish materials as a result of this quotation will be intended to cover the actual requirements (quantities) for the work to be constructed.
4. Supplier allocates 2 hours for unloading purposes. Additional retention time will be billed at approximately $ 125.00 per hour.
5. Prices quoted are calculated on (35,000-40,000 lbs) per truckload for 1 stop. Additional stops will be charged accordingly. Additional loads of epoxy and plain rebar will be charged $500 per load.
6. We will not be held responsible for delays in shipments due to acts of God, floods, fires, riots, incidents of war, restrictions of government, or shortages of transportation, labor or raw materials.
7. We will not be held responsible for delays due to trucking breakdowns, accidents, or any unforeseen circumstances beyond our control.
8. We are not responsible for lost or stolen items once delivered to job site.

****EXCLUSIONS****

1. Preparation and/or detailing of placing plans of any kind. (Shop Drawings of any kind)
2. **Accessories and/or any item not listed in quote. (additional Quantities of listed items subject to price change)**
3. Expansion Anchors and Coil Loop inserts. (Rebar threading & Drop in Anchors)
4. **Test bar will be charged at unit prices. (If ordered with main delivery)**
5. **Lost or stolen items. (replaced at GC's expense)**
6. **Taxes or Bonds.**
7. Mechanical Couplers and/or Bar splicers not listed above.
8. On Grade supports of any kind.
9. **Welded Wire Fabric and/or supports for same.**

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Ac Iron, LLC
Adrian Caballero
1938 177th Street
Lansing, IL 60438-0000

Email: adrian@ac-iron.com
Phone: 708-474-4766
Fax: 708-474-4764

County: Cook

Categories: Construction

NAICS	Speciality
237310 - Highway, Street, and Bridge Construction	NAICS 237310 Highway, Street, and Bridge Construction NAICS 238120 Structural Steel and Precast Concrete Contractors
238120 - Structural steel erecting or iron work contractors	

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Version: 1.1.27.5458

Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Carrera Concrete Construction, Inc.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
JI606010	Install - Gutter, Type G-2	1150 L.F	$36.50	$41,975.00		$41,975.00
JI606020	Install - Gutter, Type G-3	446 L.F.	$36.50	$16,279.00		$16,279.00
			TOTALS FOR THIS DBE FIRM:	$58,254.00		$58,254.00

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

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

[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC
E-mail: SHAMIK.AMIN@OHLNA.com
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195 LISLE, IL 60532

[redacted] Project Manager 5/28/19
Signature for DBE Contractor — Title — Date

Contact: Adrian Carrera
Firm Name: Carrera Concrete Construction, Inc.
E-mail: adrian@carreraconcrete.com
Phone: 847-290-3900
Address: 1395 Louis Ave. Elk Grove Village, IL 60007

CARRERA

CONCRETE CONSTRUCTION, INC.

Certified DBE/MBE Contractor

Customer: Judlau Contracting, Inc. **05/28/19**
Attention: Estimating
(P) 630-568-6641
(F) 331-777-5771

Project: ISTHA I-18-4446
I-294

Base Bid

ITEM		DESCRIPTION	QUANTITY	UM	UNIT PRICE	LINE TOTAL
No Excavations, Removals, Aggregate, Stone Base, Back Fill or HMA Included						
JI606010		GUTTER, TYPE G-2	1150.00	LF	$36.50	$41,975.00
JI606020		GUTTER, TYPE G-3	446.00	LF	$36.50	$16,279.00
No Excavations, Removals, Aggregate, Stone Base, Back Fill or HMA Included						
					TOTAL BID PRICE	$58,254.00

***** EXCAVATION & REMOVALS NOT INCLUDED IN ANY OF THE ABOVE BID ITEMS.**
*****ALL WORK TO BE DONE BASED UPON UNIT PRICE ABOVE**
** ALL WORK IS BASED ON THE 2019 CONSTRUCTION SEASON.
* Notes: CARRERA WILL FINE GRADE stone to be provided and placed by others (+/- One Inch)
* Exclusions: Any Walls, Footings or Foundations, Saw/Sealing.
* Exclusions: Any Stone Base, Temporary Aggregate or Back-Fill, HMA Pavement, PCC Back-Fill.
* Exclusions: Layout, Surveying, Shop Drawings, Mock-up Drawings, Resident Notification, Locates.
* Exclusions: Painting, Bollards, Stairs, Patching for Utility Work, Traffic Control
* Exclusions: Winter Protection, QA/QC, Permits, Engineering, Restoration or Saturday work.
Eight Hour Work Days
*** Please call or email Adrian Carrera (adrian@carreraconcrete.com) with any questions.**

-- 1395 Louis Ave. -- Elk Grove Village, IL 60007 --
-- Phone (847) 290-3900 -- Fax (847) 290-3901 --

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Carrera Concrete Construction, Inc.
Jose P. Carrera
1395 Louis Ave.
Elk Grove Village, IL
60007-0000

County: DuPage

Email: adrian@carreraconcrete.com

Phone: 847-290-3900

Fax: 847-290-3901

Categories: Construction

NAICS

237310 - Concrete paving (i.e., highway, road, street, public sidewalk)
237310 - Curbs and street gutters, highway, road and street, construction
237310 - Pavement, highway, road, street, bridge or airport runway, construction
237310 - Sidewalk, public, construction
238110 - Concrete pouring
238990 - Concrete paving, residential and commercial driveway and parking area
238990 - Curb and gutter construction, residential and commercial driveway and parking area, concrete

Speciality

NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 237310 Curbs and street gutters, highway, road and street, construction NAICS 237310 Pavement, highway, road, street, bridge or airport runway, construction NAICS 237310 Sidewalk, public, construction NAICS 238110 Concrete pouring NAICS 238990 Concrete paving, residential and commercial driveway and parking area NAICS 238990 Curb and gutter construction, residential and commercial driveway and parking area,

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME	Industrial Fence Inc.
CIRCLE ALL THAT APPLY	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

PRIME ____ JV PARTNER ____ SUBCONTRACTOR ✓ TRUCKER ____ SUPPLIER ____ MANUFACTURER ____

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

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PAY ITEM NO.*	DESCRIPTION: Indicate whether furnish only or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Furnish and install chain link, guardrail & pipe handrail.					
	SEE ATTACHED					
			TOTALS FOR THIS DBE FIRM:	$912,561.66		$912,561.66

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[redacted] ESTIMATOR 06/03/2019

Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN

Firm Name: JUDLAU CONTRACTING, INC.

E-mail: SHAMIK.AMIN@OHLNA.COM

Phone: 630-387-6040

Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] President 05/29/2019

Signature for DBE Contractor — Title — Date

Contact: Miguel A. Saltijeral

Firm Name: Industrial Fence Inc.

E-mail: msaltijeral@industrialfenceinc.com

Phone: 773-521-9900

Address: 1300 S. Kilbourn Avenue Chicago, IL 60623

Illinois Tollway — Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME	Industrial Fence Inc.
CIRCLE ALL THAT APPLY	DBE [MBE] WBE SBA 8(A)

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

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

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	Furnish and install chain link, guardrail & pipe handrail.					
	SEE ATTACHED					
			TOTALS FOR THIS DBE FIRM:	$912,561.66		$912,561.66

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[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195 LISLE, IL 60532

[redacted] President 05/29/2019
Signature for DBE Contractor — Title — Date

Contact: Miguel A. Saltijeral
Firm Name: Industrial Fence Inc.
E-mail: msaltijeral@industrialfenceinc.com
Phone: 773-521-9900
Address: 1300 S. Kilbourn Avenue Chicago, IL 60623

INDUSTRIAL FENCE INC.

Manufactured in the USA. Veteran & Minority Owned.

IFI Bid Proposal

GC: General Contractor

Contact: Estimating

Phone:

Email:

Estimate Date: 05/30/2019

Work Order No: E19167

Project Name: ISTHA I-18-4446

Description	Unit	Quantity	Unit Price	Total Price
10 Chain Link Fence				
66400105 CH LK FENCE 4	LF	1,928.00	31.65	61,021.20
X6640535 - CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	LF	1,189.00	32.61	38,773.29
JI664305 - Right Of Way Fence (ROW) Ty 1 6'	LF	1,654.00	15.68	25,934.72
JI664310 Corner Post ROW Ty 1	EA	2.00	588.92	1,177.84
JI664315 Pull Pst ROW Ty 1	EA	4.00	573.72	2,294.88
JI664320 End Pst ROW Fence Ty1	EA	9.00	573.72	5,163.48
JI664330 - SINGLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EA	4.00	1,569.13	6,276.52
JI664400 ROW Fence Removal	LF	4,896.00	6.35	31,089.60
JI664402 Fence to be Removed and Re-erected	LF	497.00	15.71	7,807.87
				$179,539.40
30 Guardrail				
63100041 - TRAF BAR TERM T1B	EA	2.00	2,240.96	4,481.92
63200310 Guardrail Removal	LF	95.00	5.61	532.95
63301210 Remove and Re-erect SPBGR Type A	LF	100.00	11.89	1,189.00
70600280 - IMP ATTN TEMP SUN TL3	EA	5.00	12,444.30	62,221.50
70600370 - IMP ATTN REL SUN TL3	EA	2.00	3,324.30	6,648.60
JI630002 SPBGR Ty A 6' Post	LF	1,225.00	25.77	31,568.25
JI631120 Traffic Barrier Terminal Ty 2	EA	22.00	1,268.56	27,908.32
JI706282 Imp Attn Temp SUN TL3 to Remain in Place	EA	20.00	26,042.30	520,846.00
JI725000 Terminal Marker - DA	EA	4.00	44.41	177.64
JI782014 Guardrail Barrier Reflectors Type B	EA	18.00	8.88	159.84
				$655,734.02
50 Railings				
50901760 Pipe Handrail	LF	428.00	180.58	77,288.24
				$77,288.24
Totals				$912,561.66

1300 S. Kilbourn Ave. Chicago, IL 60623 Tel 773.521.9900 Fax 773.521.9904 www.industrialfenceinc.com

INDUSTRIAL FENCE INC.

Manufactured in the USA. Veteran & Minority Owned.

IFI Bid Proposal

GC: General Contractor

Contact: Estimating

Phone:

Email:

Estimate Date: 05/30/2019

Work Order No: E19167

Project Name: ISTHA I-18-4446

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

Exclusions:

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple installations or removals
- Grounding
- Traffic-Control
- Excessive Mobilization
- No Bituminous Shoulder Coring of Fill (art. 630.06) FOR GUARDRAIL INSTALLATION** (Core Drilling PER HOLE $45.00 extra)
- No express or implied design build included to proposal.
- WBE / EEO Requirements
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drilling/coring
- No clearing or Grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3.30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flagmen
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for imbeds (cast by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 706.06 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging Utilities
- No Restoration included with Removal Items
- Exclude top Soil, pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Guardrail Leave Outs
- Lane closures

IFI chooses to participate in the Option for Steel Cost Adjustment

1300 S. Kilbourn Ave. Chicago, IL 60623 Tel 773.521.9900 Fax 773.521.9904 www.industrialfenceinc.com

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Industrial Fence, Inc.
Miguel A. Saltijeral
1300 S. Kilbourn Ave
Chicago, IL 60623-0000

County: Cook

Email: atutje@industrialfenceinc.com

Phone: 773-521-9900

Fax: 773-521-9904

Categories: Construction, Manufacturing

NAICS	Speciality
237310 - Highway, Street, and Bridge Construction	NAICS 237310 Highway, Street, and Bridge Construction NAICS 332312 Fabricated structural metal manufacturing
332312 - Fabricated structural metal manufacturing	

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Version: 1.1.27.5458

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	LOTUS OPTIONS INC.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

PRIME ____ JV PARTNER ____ SUBCONTRACTOR ✓ TRUCKER ____ SUPPLIER ____ MANUFACTURER ____

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$41,568.25

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] President 05-30-19

Signature for DBE Contractor — Title — Date

Contact: Pedro s. Caraballo

Firm Name: Lotus Options Inc.

E-mail: lotusoptions@gmail.com

Phone: 312-998-2991

Address: 2 Paxos Drive , Suite 2W, Palos Hills, IL 60465

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	LOTUS OPTIONS INC.
CIRCLE ALL THAT APPLY:	DBE (MBE) WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
			TOTALS FOR THIS DBE FIRM:			$41,565.25

REVISED

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item US671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] President 05-30-19

Signature for the contractor — Title — Date

Contact: Pedro s. Caraballo

Firm Name: Lotus Options Inc.

E-mail: lotusoptions@gmail.com

Phone: 312-998-2991

Address: 2 Paxos Drive , Suite 2W, Palos Hills, IL 60465

LOTUS
OPTIONS INC

2 PAXOS DRIVE
PALOS HILLS IL 60465
Phone: **312-998-2991**
lotusoptions@gmail.com

PROPOSAL

May 30th, 2019

ISTHA Contract I-18-4446
Retaining Wall Construction, Grading & Shoulder Rehabilitation

LOTUS OPTIONS INC. proposes to furnish labor, material, insurance, equipment and supervision necessary to complete the work as follows:

50300225 Conc Structures 241 CY	Sq. Ft. 11,733	$32,265.75
JT524010 Apply Conc Sealant	Sq. Ft. 5,314	$9,299.50

TOTAL = $41,565.25

Qualifications:
LOTUS OPTIONS INC. is a Union certified painting contractor. DBE, MBE, SDVOSB

Exclusions:
All Surface Preparation Work associated with Type "A-514", "T-1", and/or "HT' High Strength, Low Alloy, Tempered and Quenched Structural Steel, Local permits, performance and payment bond, traffic control 'Flaggers" and traffic safety devices, railroad insurance and railroad flaggers if required, aerial man lifts, correction to damages caused by others, cleaning concrete spills, splashed on concrete or steel, climate control; of any kind, access to site, engineers field office, painting in areas and sections other than the those listed in the bidding instructions, protecting painted surfaces from excessive dust and/or airborne contaminants after coating applications and OT premium differential for working offshift and/or weekend shift operations at the project Owners or Prime Contractor's request and/or direction to expedite the work or accommodate other scheduling changes. No Sandblasting of Concrete or cleaning concrete splash off concrete or steel.

Clarifications:
Per Plans and Specifications. Bid proposal is based on including a separate Schedule of Values line item titled "MOBILIZATION" for Submittals, Engineering, Initial Layout and Work Plan which will be at 3% of the Total Sub-Contract Amount for LOTUS OPTIONS INC. and billed prior to startup of work. All Contract Indemnification Coverage Furnished by LOTUS OPTIONS INC. is not based on "No Limits" and/or includes any other "Kotecki" language, and is based entirely on LOTUS OPTIONS INC. Insurance Coverage Limits with $1M Commercial General Liability coverage aggregate $2M and/or with $10M Umbrella Liability Coverage. Any Additional Force Account (Time and Material) that is required will be processed by immediately initiating an initial Contract Change Order in order to proceed with Force Account Work. All Force Account work generated by LOTUS OPTIONS INC. will be documented daily, copied and endorsed by the owner's and/or Prime Contractor's designated representative to confirm work completion, labor time, material consumption and/or equipment usage, and each invoice with Force Account work is to be paid out within 45 days of billing date. LOTUS OPTIONS INC. will track accrued Force Account work and should the initial Change Order not be processed, LOTUS OPTIONS INC. will STOP all additional non-contract work when accrued costs have reached $2,000. No rubbing of concrete or filling of holes, areas to be sealed. No sandblasting of existing concrete. Blasting of steel and cleaning splashed concrete off of steel or concrete. No cleaning of Concrete Co splash off any structure areas. Contractor to set up traffic control and lane closures. No Bond. Contractor to give access to all areas of project.

Proposal Approved By: **LOTUS OPTIONS INC.**

\s\ Pedro S. Caraballo

[redacted] 05-29-2019

Pedro S. Caraballo, President

312-998-2991

OBDCR

Office of Business Diversity & Community Relations

Lotus Options, Inc.

is hereby certified as a

DISADVANTAGED BUSINESS ENTERPRISE

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

238320, 541611, 541620

NAICS Code(s): Description of company products/services as defined by the North American Industry Classification System (NAICS)

[redacted]

Janice R. Thomas, CPPB
Senior Division Director
Office of Business Diversity & Community Relations

2/7/2019

Date

DISADVANTAGED BUSINESS ENTERPRISE
Metra®
CERTIFIED

From: State of Illinois Central Management Services
Sent: Friday, August 17, 2018 4:39 PM
To: lotusoptions@gmail.com
Subject: CMS: Certification Approved

Pedro Caraballo
Lotus Options Inc.
2 Paxos Drive
Palos Hills, IL 60465

Dear Pedro Caraballo:

Re: Minority Business Enterprise (MBE)
Certification Term Expires: August 17, 2019

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification under the Business Enterprise Program (BEP) for Minority, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois as specified on the above certification term expiration date.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

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

NIGP 91461: PAINTING AND WALLPAPERING

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

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

Sincerely,

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Lotus Options Inc.
Pedro Caraballo
2 Paxos Drive
Palos Hills, IL
60465-0000

Email: lotusoptions@gmail.com
Phone: 312-998-2991
Fax:

County: Cook

Categories: Construction, Professional

NAICS	Speciality
238320 - Painting and Wall Covering Contractors	238320 - Painting and Wall Covering Contractors
541611 - Administrative Management and General Management Consulting Services	541611 - General Management Consulting Services
541620 - Environmental consulting services	541620 - Environmental, Health and Safety Consulting

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Version: 1.1.27.5458

Illinois State Toll Highway Authority "ISTHA"

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

CONTRACT #	I-18-4446

DBE FIRM NAME:	Maintenance Coatings Co.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	See attached quote					$44,388.25
	TOTALS FOR THIS DBE FIRM:					$44,388.25

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Date: 06/03/2019
Contact: SHAMIK AMIN SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Firm Name: [redacted] JULAU CONTRACTING, INC.
Address: 1011 WARRENVILLE RD, STE 195, LISLE IL 60532

[redacted] President
Signature for DBE Contractor — Title

Date: 05/29/2019
Contact: Julie Wrightsman
Phone: (847)622-0020 (office) (312)287-6229 (mobile)
Firm Name: Maintenance Coatings Co.
Address: 543 Woodbury Street, South Elgin, IL 60177

ISTHA_DBE Form 2025_FILLABLE_09232019

CONTRACT # I-18-4446

Illinois State Toll Highway Authority "ISTHA"

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

CONTRACT #	I-18-4446

DBE FIRM NAME:	Maintenance Coatings Co.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	See attached quote					$44,388.25
	TOTALS FOR THIS DBE FIRM:					$44,388.25

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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[redacted]

Signature for Prime Contractor — Title: ESTIMATOR

Date: 06/03/2019

Contact: SHAMIK AMIN SHAMIK.AMIN@OHLNA.COM

Phone: 630-387-6040

Firm Name: JUNLAU CONTRACTING, INC.

Address: 1011 WARRENVILLE RD, STE 195, LISLE IL 60532

[redacted]

Signature for DBE Contractor — Title: President

Date: 05/29/2019

Contact: Julie Wrightsman

Phone: (847)622-0020 (office) (312)287-6229 (mobile)

Firm Name: Maintenance Coatings Co.

Address: 543 Woodbury Street, South Elgin, IL 60177

ISTHA_DBE Form 2025_FILLABLE_08212015

CONTRACT # I-18-4446

Quotation for Pavement Marking

543 Woodbury Street, South Elgin, IL 60177
Phone: 847-622-0020 Fax: 847-622-1087

Maintenance Coatings Company

Job Name:	RETAIN WALLS I-294 GRAND TO I-88	IDOT Item No.:	
Quote To:	Trafic Services		
Agency:	ISTHA	Bid Date:	05/07/19
Contract No.	I-18-4446	Revision Date:	
Section No.		Contact:	Jeff Schuldt
Completion Date		After Hours Ph #	847-344-5527
Working Days			

PRICE DOES NOT INCLUDE TRAFFIC CONTROL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
78005110	EPOXY PVT MRKNG - LN 4"	13,638.00	FOOT	0.75	10,228.50
78005120	EPOXY PVT MRKNG - LN 5"	812.00	FOOT	0.80	649.60
78005130	EPOXY PVT MRKNG - LN 6"	4,613.00	FOOT	0.85	3,921.05
78005140	EPOXY PVT MRKNG - LN 8"	2,045.00	FOOT	1.10	2,249.50
78005150	EPOXY PVT MRKNG - LN12"	760.00	FOOT	2.00	1,520.00
78008110	POLYUREA PVT MRKNG - LN 4"	4,177.00	FOOT	0.85	3,550.45
78008120	POLYUREA PVT MRKNG - LN 5"	840.00	FOOT	1.38	1,159.20
78008140	POLYUREA PVT MRKNG - LN 8"	846.00	FOOT	1.70	1,438.20
78008150	POLYUREA PVT MRKNG - LN12"	70.00	FOOT	3.00	210.00
78100300	REPLACEMENT REFLECTOR	1,685.00	EACH	11.55	19,461.75
GRAND TOTAL					**$44,388.25**

NOTES:

PRICE DOES NOT INCLUDE TRAFFIC CONTROL

JAN 10 2019

Julie Ann Wrightsman
Maintenance Coatings Co
543 Woodbury St
South Elgin, IL 60177

Dear Ms. Wrightsman

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **Maintenance Coatings Co.**, continues to meet the **Disadvantaged Business Enterprise** ("DBE") certification program eligibility standards set forth in 49 CFR Parts 26. Your next No Change Affidavit is due December 1, 2019.

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

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, 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).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s):

237310 - Highway, Street, & Bridge Construction (Pavement Marking Services)

237310 - Pavement Marking Services to include: Painting; Raised; Epoxy; Polyurea; Modified Urethane; Signing; Thermoplastic Hand; Preformed Plastic Pavement Marking

561990 - Flagging (i.e., traffic control) services

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 https://webapps.dot.illinois.gov/UCP/ExternalSearch.

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.).

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/m

MAY 4 2017

Ms. Julie Ann Wrightsman
Maintenance Coatings Co.
543 Woodbury Street
Chicago, IL 60177

Dear Julie Ann Wrightsman: Revised

We are pleased to inform you that **Maintenance Coatings Co.**, has been certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **08/01/2019**, however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification, such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **08/01/2017, and 08/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/01/2019.**

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):
237310 – Pavement Marking Services: Painting, Raised; Epoxy; Signing; Thermoplastic Hand; Preformed Plastic Pavement
561990 – Flagging (i.e., traffic control) Services

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

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program

Sincerely,

Rich Buller
First Deputy Procurement Officer

RB/cm

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Maintenance Coatings Co.
Julie Ann Wrightsman
543 Woodbury St
South Elgin, IL
60177-0000

County: Cook

Email: julie@maintenancecoatings.com

Phone: 847-622-0020

Fax: 847-622-1087

Categories: Construction, Miscellaneous

NAICS	Speciality
237310 - Airport runway line painting (e.g., striping)	NAICS 237310 Highway, Street, & Bridge Construction (Pavement Marking Services)
237310 - Highway, Street, and Bridge Construction	237310 - Pavement Marking Services to include: Painting
237310 - Painting lines on highways, streets and bridges	Raised
237310 - Painting traffic lanes or parking lots	Epoxy
237310 - Parking lot marking and line painting	Polyurea
237310 - Pavement, highway, road, street, bridge or airport runway, construction	Modified Urethane
561990 - Flagging (i.e., traffic control) services	Signing
	Thermoplastic Hand
	Preformed Plastic Pavement Marking NAICS 561990
	Flagging (i.e., traffic control) services

Illinois State Toll Highway Authority "ISTHA"

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

CONTRACT #	I-18-4446

DBE FIRM NAME:	D2K Traffic Safety, Inc.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO.*	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					$108,381.60
	TOTALS FOR THIS DBE FIRM:					$108,381.60

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Date: 06/03/2019
Contact: SHAMIK AMIN SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Firm Name JULIAN CONTRACTING, INC.
Address: 1011 WARRENVILLE RD, STE 195, LISLE IL 60532

[redacted] President
Signature for DBE Contractor — Title

Date: 5/29/19
Contact: Mark Long
Phone: 630-488-1068
Firm Name D2K Traffic Safety, Inc.
Address: 1251 Frontenac Rd, Naperville, IL 60563

Illinois State Toll Highway Authority "ISTHA"

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

CONTRACT #	I-18-4446

DBE FIRM NAME:	D2K Traffic Safety, Inc.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					$108,381.60
	TOTALS FOR THIS DBE FIRM:					$108,381.60

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

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

[redacted] ESTIMATOR

Signature for Prime Contractor — Title

Date: 06/23/2019

Contact: SHAMIK AMIN SHAMIK.AMIN@OHLNA.COM

Phone: 630-387-6040

Firm Name SUBLAN CONTRACTING, INC.

Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] President

Signature for DBE Contractor — Title

Date: 5/29/19

Contact: Mark Long

Phone: 630-488-1068

Firm Name D2K Traffic Safety, Inc.

Address: 1251 Frontenac Rd, Naperville, IL 60563

DBE CERTIFIED

D2K

D2K Traffic Safety, INC.
1251 Frontenac Road, Suite 100
Naperville, IL 60563
phone 630-416-9700
fax 630-416-9710

Contact	Mark Long
Cell phone	630 488-1068
Email	marklong@d2ktraffic.com
Owner	ISTHA
Project #	I-294 MP 31.5 TO 34.9 I-18-4446

Letting Date:	5/30/2019
Item #:	
Completion Date:	5/1/2020
Working Days	

Item #	Item Description	Estimated Quantity	Unit Price	U/M	Extension
78009000	MOD URETH PVMT MK, L&S	271.00	$5.00	SQ FT	$1,355.00
78009004	MOD URETH PVMT MK, 4"	25,961.00	$0.70	FOOT	$18,172.70
78009006	MOD URETH PVMT MK, 6"	838.00	$1.10	FOOT	$921.80
78009012	MOD URETH PVMT MK, 12"	704.00	$2.50	FOOT	$1,760.00
78009024	MOD URETH PVMT MK, 24"	28.00	$6.00	FOOT	$168.00
78100200	TEMP RAIS REFL PVMT MKR	312.00	$16.00	EACH	$4,992.00
X0327980	PAVT MRKG REM WTR BL	4,722.00	$1.10	SQ FT	$5,194.20
X7010216	TRAF CTRL & PROT SPL	1.00	$34,000.00	L SUM	$34,000.00
X7011015	TR C-PROT EXPRESSWAYS	1.00	$13,000.00	L SUM	$13,000.00
Z0030850	TEMP INFO SIGNING	165.00	$30.00	SQ FT	$4,950.00
JT703104	LATE SEAS TEMP PVT MRK - LINE 4"	8,000.00	$0.50	FOOT	$4,000.00
JT703106	LATE SEAS TEMP PVT MRK - LINE 6"	6,000.00	$0.70	FOOT	$4,200.00
JT783001	PVT. MKG. REM.	20,000.00	$0.30	SF	$6,000.00
JT783005	WATERBLASTING	8,789.00	$1.10	SF	$9,667.90
			TOTAL BID		$108,381.60
			DBE PARTICIPATION		$108,381.60

Quote good for 30 days from letting date shown above. See below for notes. All notes are incorporated into quoted unit prices shown above.

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

*** PRICE FOR TRAFFIC CONTROL PAY ITEMS DOES NOT INCLUDE ANY TEMPORARY LANE OR SHOULDER CLOSURES.**

QUOTE EXCLUSIONS: RAILROAD INSURANCE, PERFORMANCE & PAYMENT BONDS, PERMITS, FLAGGERS, TEMPORARY TRAFFIC SIGNALS, AUTOMATED FLAGGER DEVICES, ROADWAY REPAIRS, INCIDENTAL ADDITIONS TO TRAFFIC CONTROL, TEMPORARY LANE CLOSURES, CONCRETE BARRIER WALL, EXISTING SIGNAGE: REMOVING, RELOCATING, STORING, SIGN LOGS, COVERING AND/OR REPLACING, SIGNS REQUIRING FOUNDATION WORK, TRAFFIC CONTROL EQUIPMENT: DAILY MOVEMENT AND MAINTENANCE OF EQUIPMENT, OR SURVEILLANCE.

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

~PERMANENT PAVEMENT MARKING ARE BID FOR 1 MOBILIZATION, FOR ADDITIONAL MOBILIZATIONS ADD $2,000/EACH
~INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
~PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
~D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
~CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME &MATERIAL
~UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
~ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
~ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
~DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

D2K Traffic Safety, Inc.
Mark Long
1251 Frontenac Rd., Ste. 100
Naperville, IL 60563

Email: marklong@d2ktraffic.com
Phone: (630) 416-9700
Fax:

County: DuPage

Categories: Construction, Supplier

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- MISC: PREFORMED PLASTIC PAVEMENT MARKING
561990-All Other Support Services	TRAFFIC CONTROL SURVEILLANCE
	PAVEMENT MARKING: REMOVAL
	PAVEMENT MARKERS RAISED
	PAVEMENT MARKING: PAINT
	PAVEMENT MARKING: EPOXY
	PAVEMENT MARKING: THERMOPLASTIC HAND
	PAVEMENT MARKING: THERMOPLASTIC TRUCK
	SIGNING
	SUPPLIER: PAVEMENT MARKING MATERIALS
	SUPPLIER: MATERIALS: TRAFFIC CONTROL
	561990- TRAFFIC CONTROL

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Sanco Traffic Control
CIRCLE ALL THAT APPLY:	DBE ☑ MBE ☐ WBE ☐ SBA 8(A) ☐

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): Y ☐ N ☒	TIER 2 OR BELOW: Y ☑ N ☐	UNDER CONTRACT TO: TRAFFIC CONTROL & PROTECTION

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:			$329,090.50		$329,090.50

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

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JUDLAU CONTRACTING, INC
Email: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] General Manager 5/29/19
Signature for DBE Contractor — Title — Date

Contact: Brandon Francis
Firm: Sanco Traffic Control
Email: Brandonfrancis@sancotraffic.com
Phone: 630-886-3137
Address: 200 Quaker Rd Rockford, IL 61104

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Sanco Traffic Control
CIRCLE ALL THAT APPLY:	DBE ☑ MBE ☐ WBE ☐ SBA 8(A) ☐

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): Y ☐ N ☒	TIER 2 OR BELOW: Y ☑ N ☐	UNDER CONTRACT TO: TRAFFIC CONTROL & PROTECTION

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PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
			TOTALS FOR THIS DBE FIRM:	$329,090.50		$ 329,090.50

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[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JULAU CONTRACTING, INC.
Email: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] General Manager — 5/29/19
Signature for DBE Contractor — Title — Date

Contact: Brandon Francis
Firm: Sanco Traffic Control
Email: Brandonfrancis@sancotraffic.com
Phone: 630-886-3137
Address: 200 Quiker Rd Rockford, IL 61104

ISTHA_DBE Form 2025_TEMPLATE_ 042018

SANCO, INC.
TRAFFIC CONTROL

ESTIMATE

MBE/DBE Certified

Sanco Traffic Control
200 Quaker Road
Rockford, IL 61104
United States

BILL TO
TCP - Traffic Control & Protection
225 Miles Pkwy
Bortlett, Illinois 60103
United States

630-293-0026

Estimate Number: I-18-4446-1
Estimate Date: Moy 29, 2019
Expires On: June 29, 2019
Grand Total (USD): **$329,090.50**

Items	Quantity	Price	Amount
70400100 TEMPORARY CONCRETE BARRIER	687.5	$32.00	$22,000.00
70400200 RELOCATE TEMPORARY CONCRETE BARRIER	450	$9.75	$4,387.50
78200011 BARRIER WALL REFLECTORS, TYPE C	32	$10.00	$320.00
JI704000 TEMP CONCRETE BARRIER WALL	5275	$21.00	$110,775.00
JI704005 RELOCATE TEMP CONC BARRIER WALL	300	$11.00	$3,300.00
JI704012 Furnish & Install Temporory Wall, To Remain	4738	$35.00	$165,830.00
JI782022 Barrier Wall Reflectors	738	$6.00	$4,428.00
X7013820 TRAFFIC CONTROL SURVEILLANCE EXPRESS	10	$500.00	$5,000.00
JS701010 MAINTENANCE OF TRAFFIC	1	$13,050.00	$13,050.00
		Total:	$329,090.50
		Grand Total (USD) :	**$329,090.50**

Notes

FURNISHED WALL ON COUNTY LINE IS BASED OFF OF 2 MOBS

Woll pricing includes Pinning and lane closures

Mointenonce of Traffic includes 3 single @ $2050 + 3 Doubles @ $2300

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

July 19, 2018

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Robert Sanches
Sanco Services, Inc.
d/b/a Sanco Traffic Control
200 Quaker Rd.
Rockford, IL 61104

Dear Mr. Sanches:

The Bureau of Small Business Enterprises is in receipt of your request for additional categories. As of the date of this letter, your approved categories include:

- Reg/Dealer/Authorized Distr-Pipe
- Materials: Misc. Traffic Control Signs
- Traffic Control
- Video Traffic Control Surveillance-Installation
- Temporary Barrier Wall Installation

Your current categories will be included in the next update of the IL UCP DBE Directory. If you have any questions or require additional information, please contact this office at (217) 782-5490.

Sincerely,

[redacted]

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Crum-Halsted Agency, Inc
427 N Kirk Rd Suite 113
Geneva, IL 60134

CONTACT NAME: Tracey Meicher, CIC, CRIS
PHONE (A/C, No, Ext): (630) 443-7300 FAX (A/C, No): (630) 587-9826
E-MAIL ADDRESS: tmeicher@crumhalsted.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic General Insurance Corporation	24139
INSURER B:	Endurance American Insurance Company	10641
INSURER C:	Motorists Insurance	13331
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Traffic Control & Protection, Inc
225 Miles Parkway
Bartlett, IL 60103-2502

COVERAGES CERTIFICATE NUMBER: 2019 Standard Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			A5CGA0003400	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			A5CAA0003400	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $			EXC30001015900	04/01/2019	04/01/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	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 Y	N/A	A5WCA0003400	04/01/2019	04/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Commercial Property and Equipment			5000043156	04/01/2019	04/01/2020	Leased & Rented Equip All other property as described below	$200,000

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

CERTIFICATE HOLDER

SAMPLE CERTIFICATE OF INSURANCE

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

[redacted]

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Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Sanco Services, Inc. d/b/a Sanco Traffic Control
Robert Sanches
200 Quaker Rd.
Rockford, IL 61104

Email: sancoone@comcast.net
Phone: (815) 961-0365
Fax: (815) 961-0865

County: Winnebago

Categories: Construction, Miscellaneous, Supplier

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- TEMPORARY BARRIER WALL INSTALLATION
238210-Electrical Contractors	238210- VIDEO TRAFFIC CONTROL SURVEILLANCE - INSTALLATION
334290-Other Communications Equipmwnt Manufacturing	334290- MATERIALS: MISC. TRAFFIC CONTROL SIGNS
423510-Metal Service Centers and Other Metal Merchant Wholesalers	423510- REG DEALER/AUTHORIZED DISTR - PIPE
561990-All Other Support Services	561990- TRAFFIC CONTROL

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Version: 1.1.27.5458

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	NATURAL CREATIONS LANDSCAPING, INC.
CIRCLE ALL THAT APPLY:	(DBE) (MBE) WBE SBA 8(A)

CHECK ALL THAT APPLY:

PRIME ____ JV PARTNER ____ SUBCONTRACTOR ✓ TRUCKER ____ SUPPLIER ____ MANUFACTURER ____

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$168,561.90

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLWA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 145, LISLE, IL 60532

[redacted] PRESIDENT 05/28/2019
Signature for DBE Contractor — Title — Date

Contact: JOSÉ M. GARCIA
Firm Name: NATURAL CREATIONS LANDSCAPING, INC.
E-mail: JGARCIA@NATURALCREATIONSLANDSCAPING.COM
Phone: 815-724-0991
Address: 356 E. BRUCE STREET, JOLIET, IL, 60432

Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	NATURAL CREATIONS LANDSCAPING, INC.
CIRCLE ALL THAT APPLY:	(DBE) (MBE) WBE SBA 8(A)

CHECK ALL THAT APPLY:

PRIME ____ JV PARTNER ____ SUBCONTRACTOR ✓ TRUCKER ____ SUPPLIER ____ MANUFACTURER ____

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
			TOTALS FOR THIS DBE FIRM:			$168,561.90

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD., STE 195 LISLE IL 60532

[redacted] PRESIDENT 05/28/2019
Signature for DBE Contractor — Title — Date

Contact: JOSÉ M. GARCIA
Firm Name: NATURAL CREATIONS LANDSCAPING, INC.
E-mail: JGARCIA@NATURALCREATIONSLANDSCAPING.COM
Phone: 815-724-0991
Address: 356 E. BRUCE STREET, JOLIET, IL, 60432

NATURAL CREATIONS LANDSCAPING INC.
TWENTY YEARS OF EXCELLENCE 1994 - 2014

OUR QUOTE WITHOUT THE TOPSOIL RESPREAD LINE ITEM

BID PROPOSAL

Natural Creations Landscaping Inc.
356 Bruce St.
Joliet, Il. 60432

PHONE: (815) 724-0991
FAX: (815) 724-0996

UNION-MBE-DBE

SUBMITTED TO: JUDLAU CONTRACTING

PROJECT NAME: I-294 retaining wall shoulder rehab MP 31.5-34.9

PHONE:

CONTRACT: ISTHA I-18-4446 from 5/30/19 letting

FAX:

BID DATE: 05/30/2019

BASE ITEMS: ALL DBE

Item No	Description	UNIT	QTY	Unit Price	Total
25000400	NITROGEN FERTILIZER NUTRIENT	LBS	142.00	$3.00	$426.00
25000600	POTASSIUM FERTILIZER NUTRIENT	LBS	425.00	$3.00	$1,275.00
28200200	FILTER FABRIC (under revetment blocks)	SY	238.00	$4.00	$952.00
JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SY	18,781.00	$1.25	$23,476.25
JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SY	2,841.00	$2.50	$7,102.50
JI251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SY	4,657.00	$2.50	$11,642.50
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	MON	12.00	NO	BID
JS280050	SILT FENCE	LF	8,270.00	$3.50	$28,945.00
JS280051	RE-ERECT SILT FENCE	LF	426.00	$2.75	$1,171.50
JS280100	SUPER SILT FENCE	LF	27.00	$50.00	$1,350.00
JS280140	TEMPORARY RIPRAP	TON	307.00	NO	BID
JS280151	SAME-DAY STABILIZATION	SY	2,765.00	$0.01	$27.65
JS280180	RECTANGULAR INLET PROTECTION	EA	7.00	$200.00	$1,400.00
JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EA	28.00	$150.00	$4,200.00
JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EA	6.00	$175.00	$1,050.00
JS280305	TEMPORARY DITCH CHECKS	LF	1,055.00	$9.00	$9,495.00
JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	3.50	$3,400.00	$11,900.00
JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	1.25	$3,900.00	$4,875.00
JT250446	SEEDING, GRASS-FORB MIX 2 (SPECIAL)	ACRE	0.25	$7,900.00	$1,975.00
JT250491	SEEDING, WET DETENTION MIX (SPECIAL)	ACRE	0.75	$8,900.00	$6,675.00
JT285050	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM *See NOTE 2	SY	252.00	$155.00	$39,060.00
JT900202	TEMPORARY CONSTRUCTION FENCE (orange plastic safety fence)	LF	3,558.00	$3.25	$11,563.50
JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES *See NOTE 3	UNIT	50,000.00	SEE	NOTE

BASE ITEMS SUBTOTAL: $168,561.90

OPTIONAL ITEMS:

Item No	Description	UNIT	QTY	Unit Price	Total
JI211110	TOPSOIL EXCAVATION AND PLACEMENT *re-spread portion only See NOTE 1	CY	0.00	$15.00	—

OPTIONAL ITEMS SUBTOTAL: $0.00

PAGE 1 OF 2 —
SEE NEXT PAGE

PROPOSAL TOTAL WITH OPTIONAL ITEMS: $168,561.90

NATURAL CREATIONS
LANDSCAPING INC.
TWENTY YEARS OF EXCELLENCE
1994 - 2014

BID PROPOSAL

Natural Creations Landscaping Inc.
356 Bruce St.
Joliet, Il. 60432

PHONE: (815) 724-0991
FAX: (815) 724-0996

UNION-MBE-DBE

SUBMITTED TO:	JUDLAU CONTRACTING	**PROJECT NAME:**	I-294 retaining wall shoulder rehab MP 31.5-34.9
PHONE:		**CONTRACT:**	ISTHA I-18-4446 from 5/30/19 letting
FAX:		**BID DATE:**	05/30/2019

NOTES:

Line item quantities take into account addendum 1-3.

Since the Tollway accepts either ILUCP or City of Chicago MBE toward the DBE participation percentage (per special provision page DBE-3), you can count us in for Tollway DBE (NAICS code 561730 landscape installation) for all of the landscaping and erosion control items on this project.

NOTE 1 : All subgrades by others. We will not supply any topsoil. We will only re-spread on-site topsoil whether supplied by you or stockpiled by others on-site, which must be clean to IDOT imported topsoil specifications to include permission to re-use by others, provided at no cost to us.
We will need access for work performed behind walls to be coordinated before the walls are closed off.
It is also acceptable to Natural Creations Landscaping for us to not perform the topsoil respread portion as long as others performing that portion of the item is done to within +/- 0.1" of finish grade for final seeding. If needed, we could perform the fine grading portion of the re-spread / furnished topsoil to be provided by others. Our charge for the fine grading portion only for the topsoil is $0.40 /SY.

NOTE 2: All excavation and subgrades by others. Dewatering/pumping at articulated concrete block (ACB) revetment mat installation sites by others. Our unit price includes the filter fabric underneath and the small quantity of grout used for mat-to-mat connections if needed. Price does not include concrete fill to connect to other structures.

NOTE 3: We can provide assistance with this Allowance line item by using our unit pricing from our other related line items.

General Note: Railroad protective insurance to be provided by general contractor, not by Natural Creations Landscaping Inc. or if required by each sub, the fee for to us to acquire the additional insurance will be at an extra cost.

Traffic control and dewatering by others.

For questions call Mitch at 815-724-0991.

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

March 7, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose M. Garcia
Natural Creations Landscaping Inc.
356 E. Bruce St.
Joliet, IL 60432

Dear Mr. Garcia:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Natural Creations Landscaping Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a 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,

[redacted]

E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Natural Creations Landscaping Inc.
Jose M. Garcia
356 E. Bruce St.
Joliet, IL 60432

County: DuPage

Email: jgarcia@naturalcreationslandscaping.com

Phone: (815) 724-0991

Fax: (815) 724-0996

Categories: Construction, Trucking

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- EXCAVATING & GRADING - CONSTRUCTION
238140-Masonry Contractors	238140- INSTAL.PAV.BRICK & PRECAST RETAINING WALLS
238990-All Other Specialty Trade Contractors	238990- MISC: BRICK, GRANITE & SIDEWALK MASONRY
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Version: 1.1.27.5

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 26 2018

Jose M. Garcia
Natural Creations Landscaping, Inc.
356 E. Bruce St.
Joliet, IL 60432

Dear Jose M. Garcia:

We are pleased to inform you that **Natural Creations Landscaping, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **3/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **3/15/2019, 3/15/2020, 3/15/2021, and 3/15/2022.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **3/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/15/2023.**

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

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

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

238990 - Brick paver (e.g., driveways, patios, sidewalks) installation
561730 - Landscaping Services
541320 - Landscape design services
484220 - Trucking, specialized freight (except used goods), local
237310 - Concrete paving (i.e., highway, road, street, public sidewalk)
237310 - Pavement, highway, road, street, bridge or airport runway, construction

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

[redacted]

Rich Butler
First Deputy Procurement Officer
RB/lj

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Natural Creations Landscaping, Inc.**
OWNER	**Jose Garcia**
ADDRESS	**356 E. Bruce St.** **Joliet, IL 60432** Map This Address
PHONE	**815-724-0991**
FAX	**815-724-0996**
EMAIL	**jgarcia@naturalcreationslandscaping.com**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
CERTIFICATION DATE	**3/26/2018**
RENEWAL DATE	**4/15/2019**
EXPIRATION DATE	**3/15/2023**
CERTIFIED BUSINESS DESCRIPTION	**NAICS 238990 Brick paver (e.g., driveways, patios, sidewalks) installation** **NAICS 541320 Landscape design services** **NAICS 561730 Landscaping Services** **NAICS 484220 Trucking, specialized freight (except used goods), local** **NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk)** **NAICS 237310 Pavement, highway, road, street, bridge or airport runway, construction**

Commodity Codes

Code	Description
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Pavement, highway, road, street, bridge or airport runway, construction
NAICS 238990	Brick paver (e.g., driveways, patios, sidewalks) installation
NAICS 484220	Trucking, specialized freight (except used goods), local
NAICS 541320	Landscape design services

NAICS 561730	Landscaping Services

Additional Information

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	R A Seaton Contractor Services LLC
CIRCLE ALL THAT APPLY:	(DBE) MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
Various	Cartage & Trucking to/from jobsite			$265,020.00		$265,020.00
	TOTALS FOR THIS DBE FIRM:					$265,020.00

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

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

[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] Pres. 5/30/19

Signature for DBE Contractor — Title — Date

Contact: Rebecca A Seaton

Firm Name: RA Seaton Contractor Services LLC

E-mail: raseatoncontractor@gmail.com

Phone: 815-520-4812

Address: 5100 Linden Road Rockford IL 61109

IDOT – WisDOT – IowaDOT
DBE CERTIFIED

- Trucking
- Pipe Supply
- Concrete Supply

R A Seaton Contractor Services LLC
5100 Linden Road
Rockford, IL 61109
Phone (815) 520-4812
Fax (815) 547-7766

Rebecca Seaton – 815-378-9799
raseatoncontractor@gmail.com
office – raseatonoffice@gmail.com

IL Intrastate Authority
IL Broker Authority
WI Intrastate Authority
Federal Interstate Authority
Federal Broker Authority

Attention: **Estimating** Bid Date: 5/29/19

Project: ISTHA I-18-4446

Customer: Judlau

- Trucking services include hauling dirt, sand, aggregates, core-out material, millings, broken concrete, HMA, wet batch concrete, barrier wall, salt, compost, timber mats
- IL EPA certified to haul Special Waste spoils
- Long dumps and aluminum trailers available for aggregate tonnage hauls
- Heavy steel and barn door trailers available for broken concrete
- Flatbed trailers and water tanker trailer also available
- 50+ semi dump trucks and 10+ tandem dump trucks available daily

Hourly Trucking Rates: 2019 / 2020

Semi w/ dump trailer	$ 106.00 / 108.00	Flatbed	$105.00 / 108.00
Semi w/ belt trailer	$ 110.00 / 112.00	Water tanker	$105.00 / 108.00
Tandem dump	$ 96.00 / 98.00		

Hourly rates include travel time.

Pick-up Location	Delivery Location	Product	Units	Cartage price 2019 & 2020	Delivered price
Jobsite	AD Javis Jct	removals	load	$455.00	
	Winn Landfill			$455.00	
	WM Countryside			$390.00	
	WM Laraway			$427.00	
	AD Zion			$386.00	
	Rochelle Landfill			$466.00	
	Vulcan, Bolingbrook	CCDD		$302.00	
	Bluff C, Bartlett	CCDD		$327.00	
	Reliable Lyons	CCDD		$236.00	
McMaster-Carr	WA Roadway Emb	Borrow		$81.00	

All applicable toll charges will be added to all hourly rates
Quoted tonnage and per load rates include applicable toll charges and travel time. Quoted tonnage rates are subject to review and revision if needed due to construction traffic, detours, delays, etc.
GC responsible for overweight fines for loads that are not scaled out
Terms: Net 30 days from date of invoice

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

September 25, 2018

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Rebecca A. Seaton
R. A. Seaton Contractor Services, L.L.C.
5100 Linden Rd.
Rockford, IL 61109

Dear Ms. Seaton:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for R. A. Seaton Contractor Services, L.L.C., 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 <u>any</u> change in circumstances affecting your firm's eligibility status, your firm <u>must</u> 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,

[redacted]

Debra A. Clark, Bureau Chief
Bureau of Small Business Enterprises

Illinois Department of Transportation

R.A. Seaton Contractor Services, L.L.C.

is hereby certified as a

Disadvantaged Business Enterprise

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

[redacted]

Ann L. Schneider
Secretary
Illinois Department of Transportation

[redacted]

Debra A. Clark
Acting Bureau Chief
Bureau of Small Business Enterprises

Effective the 18th day of September 2012

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

R.A. Seaton Contractor Services, L.L.C.
Rebecca A. Seaton
5100 Linden Rd.
Rockford, IL 61109

County: Winnebago

Email: raseatoncontractor@gmail.com

Phone: (815) 520-4812

Fax: (815) 547-7766

Categories: Supplier, Trucking

NAICS	Speciality
327320-Ready-Mix Concrete Manufacturing	327320- SUPPLIER: CONCRETE
425120-Wholesale Trade Agents and Brokers	425120- PIPE - NON-STOCKING DISTRIBUTOR
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

[redacted]	I-18-4446
[redacted]	E. King Construction Co., Inc.
	DBE [redacted]

[redacted]

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

[redacted]	TIER 1 (SUB TO PRIME): Y N	TIER 2 OR BELOW: Y N UNDER CONTRACT TO:

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

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Various	Cartage & Trucking to/from jobsite			$68,750.00		$68,750.00
			TOTALS FOR THIS DBE FIRM:			$68,750.00

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[redacted]	Estimator	05/30/19	[redacted]	President	5/30/19
Signature for Prime Contractor	Title	Date	Signature for DBE Contractor	Title	Date

Contact: Shamik Amin
Firm Name: Judlau Contracting, Inc.
E-mail: shamik.amin@ohlna.com
Phone: 630-387-6040
Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

Contact: Elaine King
Firm Name: E. King Construction
E-mail: EKingtrkg@Aol.com
Phone: 773-284-9800
Address: 3865 W. Columbus Chgo, Ill 60652

Dalin Smith

From: Elaine King <ekingtrkg@aol.com>
Sent: Friday, May 31, 2019 3:28 PM
To: Dalin Smith
Subject: [EXTERNAL] Illinois Tollway Contract I - 18-446 I 294

Hourly Cartage
Monday - Saturday $105.00 per hour plus 1/2 hour travel Sunday $155.00 per hour plus 1hour travel

Export Cartage Only:
Non special waste to Advanced (Davis Junction) $405.00 per load Non special waste to Advanced (Zion) $275.00 per load Non special waste to WM (laraway)$335.00 per load Non special waste to WM (countryside) $275.00 per load Non special waste to waste connections (Winnebago) $405.00 per load Non special waste to waste connections (Rochelle) $405.00 per load CCDD to land and lakes (Lemont) $250.00 per load CCDD to Vulcan (McCook) $225.00 per load CCDD to Bluff City (Elgin) $275.00 per load Hard to handle concrete to Vulcan Busse$135.00 per load Millings, broken asphalt to laraway $335.00 per load Millings, broken asphalt and concrete to job #C-805 per load

Import Cartage only:
Stone from Vulcan & Hansen (McCook) $10.45 per ton (dead head) Stone from Vulcan & Hansen (McCook) $5.25 per ton (round robin) Stone from Vulcan (Bartett), Bluff City (Elgin) and LaFarge (Elgin)$13.05 dead head $6.55 round robin per ton

Stone from Vulcan (lemont) $13.05 per ton (dead head) $6.55 per ton (round robin) Stone from Relaibel (Lyons) $10.45 per tone (dead head) $5.25 per ton (round robin) Recycled stone from Vulcan (Busse) $6.75 per ton deadhead Stone from Vulcan Sent from my iPad

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

E. King Construction Co., Inc.
Elaine King
3865 W. Columbus Ave.
Chicago, IL 60652-3731

Email: ekingtrkg@aol.com
Phone: (773)-284-9800
Fax: (773) 284-9856

County: Cook

Categories: Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Chicagoland Truckin, Inc.
CIRCLE ALL THAT APPLY:	(DBE) MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
Various	Cartage & Trucking to/from jobsite			$57,566.00		$57,566.00
	TOTALS FOR THIS DBE FIRM:					$57,566.00

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[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

[redacted] Operations Manager 5/30/19

Signature for DBE Contractor — Title — Date

Contact: Shamik Amin
Firm Name: Judlau Contracting, Inc.
E-mail: shamik.amin@ohlna.com
Phone: 630-387-6040
Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

Contact: Isidro Lopez
Firm Name: Chicagoland Truckin' Inc
E-mail: cti-trucks@ameritech.net
Phone: 773 921-9200
Address: 5494 W Roosevelt Rd, Chicago, IL 60644

C.T.I.
Chicagoland Truckin Inc.
(773) 921-9200
(773) 921-8944 (Fax)
Chicago, IL.
MBE/DBE Certified

5/29/2019

Job Proposal

Contractor: Judlau Contracting
Attention: Dalin Smith
Job: ISTHA ~ i-18-4446 Retaining Wall Construction (i-294) MP 31.5 to MP 34.9
Owner: ISTHA

Hourly Rates		**2019**	**2020**
Present - Dec 31, 2019	Mon. - Friday	**$105.00**	**$110.00**
1/2 travel time at the end of each day	Sat	**$125.00**	**$130.00**

ADDITIONAL 5% ESCALATION PER YEAR AFTER 2019 for cartage, disposal and material each may apply

Aggregate Delivery

McCook Quarries	$10.50 per-ton cartage only
Bluff City	$12.50 per-ton cartage only
Hanson Algonquin	$14.50 per-ton cartage only
Barbers Corner	$12.50 per-ton cartage only
Hanson Thornton	$14.00 per-ton cartage only
	Tolls included

McMaster Carr to Embankment @ 3431 Powell St, Franklin Park $130.00 per load cartage only

Clean Fill: **(Pending upon landfill approval)**

Bluff City	$250.00 per-load cartage only
Hanson McCook	$220.00 per-load cartage only
	Tolls included

Special Waste delivery:

Davis Junction	$470.00 per-load cartage only
	$9.00 per-ton disposal only
WM Laraway facility	$355.00 per-load cartage only
	$15.00 per-ton disposal only
	Tolls included if needed

6 WHEELER AVAILABLE PER HRLY RATES, 8 HR MIN.
NIGHT SHIFT SERVICES AVAILABLE , 8HRs MIN
BARN DOOR TRAILERS AVAILABLE
SEMI-FLATBEDS AVAILABLE PER HRLY RATES, 8 HR MIN.

Loads consisting of any kinds of woods, plastics or rubber of any kind will be charged accordingly, or possibly rejected.
A 15 minute demurrage time is allowed per load; After that waiting time applies per hourly rate.
Contractor loading trucks must be responsible for all and any overweight fines. We reserve the right to reject any unsafe load. We assume no liability for damaged sidewalks, driveways, or any underground construction by trucks making a pick-up or a delivery. Exclusive use of truck ordered, and payment of cartage & disposal charges due in 30 days. Amounts past due over 30 days will be subject to 1.8% monthly interest rate. CTI reserves the right to collect on all attorney fees and all collection costs in the event customer becomes delinquent. Placing any truck order acknowledges agreement of above terms. Please sign and fax back.

Chicagoland Truckin Inc.

Quoted By: Isidro Lopez
Position: Operations Manager
Signature: [redacted]
(708) 243-9147

Company: _____
Accepted: _____
Position: _____
Signature: _____

Metra

547 W. Jackson Boulevard, Chicago, IL 60661 312.322.6900 metrarail.com

September 18, 2018

Alberto Roman
Chicagoland Truckin, Inc.
5494 W. Roosevelt Road
Chicago, IL 60644-1467

Dear Mr. Roman:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **September 12, 2019.**

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

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

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

NAICS Code: 484220

Specialty: Semi-Dump Truck Construction Hauling

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

Sincerely,

[redacted]

Janice R. Thomas, CPPB
Senior Division Director
Office of Business Diversity & Community Relations

JRT:am/kb

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Chicagoland Truckin Inc.
Alberto Roman
5494 W. Roosevelt Rd.
Chicago, IL 60644-1467

Email: cti-trucks@ameritech.net
Phone: 773-921-9200
Fax: 773-921-8944

County: Cook

Categories: Trucking

NAICS	Speciality
484220 - Specialized Freight (except Used Goods) Trucking, Local	484220 - Semi-Dump Truck Construction Hauling

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Version: 1.1.27.5458

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Truck King Hauling Contractors, Inc.
CIRCLE ALL THAT APPLY:	(DBE) MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
Various	Cartage & Trucking to/from jobsite			$65,105.00		$65,105.00
	TOTALS FOR THIS DBE FIRM:					$65,105.00

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[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] PRESIDENT 5/30/19

Signature for DBE Contractor — Title — Date

Contact: JESUS SAUZAMEDA JR

Firm Name: TRUCK KING HAULING CONTRACTORS INC.

E-mail: JSAUZAMEDA@TKHCINC.COM

Phone: 773-847-6000

Address: 4600 W 48TH ST , CHICAGO IL 60632

4600 West 48th Street
Chicago, IL 60632
773.847.6000
www.tkhcinc.com

Customer Bid

JUDLAU CONTRACTING, INC.	
26-15 ILMER STREET	
COLLEGE POINT	NY
Contact	
DALIN SMITH	
dalin.smith@ohlna.com	

ISTHA I-18-4446, I-294 RETAINING WALL CO

Location

ISTHA I-18-4446, I-294 RETAINING WALL CO	
BUTTERFIELD RD TO GRAND AVE	
VARIOUS	IL

Bid No	1900225
Bid Date	5/29/2019
Expire Date	8/27/2019
Job Start Date	5/29/2019
Wage Type	Private
Payment Terms	

Comment

PLEASE ADD 3% TO ALL RATES EVERY YEAR STARTING JUNE 1ST, 2020.

Sales Tax	Tax %	Estimator
	0.00%	vic.ballesteros

Description	Quantity	Unit Rate	Units
HOURLY NO TRAVEL DBE/MBE SEMI TRUCKS - 6 HOUR GUARANTEE FOR ALL SEMI TRUCKS		$110.00	Hourly
HOURLY + 1HR TRVL DBE/MBE WATER TRUCKS - 8 HOUR GUARANTEE FOR ALL WATER TRUCKS		$125.00	Hourly
HOURLY DBE/MBE PORT TO PORT LOWBOY (PERMITS ARE NOT INCLUDED) FROM ON SITE *RATE IS GOOD FOR UP TO 120,000 LBS*		$125.00	Hourly
HOURLY + 1/2HR TRVL NON-DBE/MBE 6 WHEELER TRUCKS FROM 8 HOUR GUARANTEE FOR ALL 6-WHEELER TRUCKS		$92.50	Hourly
CARTAGE ONLY LOADS FROM CUSTOMER PICK UP SITE MCMASTER (600 COUNTY LINE RD) TO I-490 (3431 POWELL ST)	1	$120.00	Loads

1. Terms: Net 30 Days

2. All quotes must be signed and returned within 30 days of quote date to guarantee quoted pricing.

3. All material quoted is subject to availability, topsoil import is only good for 30 days after the quote day and should only be used after as a benchmark for pricing.

4. All exported loads must be CLEAN FILL only, no wood, landscape waste, plastic, steel, or any other debris can be in the load.

5. Any loads deemed hard to handle by the respective dump locations that incur an additional dump fee will be billed accordingly.

6. All exported loads must meet IEPA regulations, please submit all analytical paperwork and forms at least 14 days prior to the job starting to get dump site approval. Customer is responsible for all tests and IEPA fee`s associated with any exported loads.

7. Sales tax has not been added to any of the unit prices, please add accordingly.

8. Waiting time will be charged for any units performed on a ``cartage only`` or ``cartage & material/dump fee`` basis either ``per-load` or ``per-ton`` it will be charged at our DBE/MBE or Non-DBE/MBE hourly rate depending on what type of truck was ordered by the customer or what type of truck was used for the job by Truck King for DBE/MBE purposes. It will be charged in 15 minute increments.

9. Please add 3% to all unit prices starting Jan 1st, 2020, and every year after.

10. Pricing for all imported/exported loads and materials are shown separately. ALL DUMP FEES AMD MATERIAL FEES ARE TO BE PAID BY THE CUSTOMER DIRECTLY TO THE SUPPLIER, UNLESS PRIOR ARRANGEMENTS ARE MADE. This pricing is provided as a benchmark of prices from the suppliers.

11. Any Truck King Hauling Contractors Inc. trucks or subcontractors that are overloaded by the customer will be charged to the customer in full for each overweight incurred plus any downtime or extra fees.

12. Fuel surcharge: When Diesel Fuel is under $4.00 per gallon all the rates from this quote will be held at the quoted rate. If Diesel Fuel goes over $4.00 per gallon the quoted rates will increase by 3% per every $.50 cents of increase based on the midwest national average starting at $4.00 per gallon.

13. The customer shall pay all of Hauler`s costs of collection, including without limitation, attorney`s fees and cost of suit incurred as the result of the customer`s failure to pay Hauler in accordance with this agreement. Additionally, any sum remaining unpaid when due as herein above set forth shall bear interest at the rate of 18% per annum thereafter.

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4600 West 48th Street
Chicago, IL 60632
773.847.6000
www.tkhcinc.com

Customer Bid

14. Per DBE/MBE requirements at least one truck must be owned, operated, licensed, and insured by the DBE/MBE trucking company and used daily on each contract for which it is submitted as a DBE/MBE participant. If you use the 0-15% Non-DBE/MBE rate for this project you must use one company owned truck at company truck rate. The one company owned truck needs to be used to receive the 0-15% Non-DBE/MBE credit towards the overall goal credit from any Non-DBE/MBE trucks as well as from the 100% DBE/MBE credit from any other certified DBE/MBE trucks that we may sub-contract with. The 100% DBE/MBE rate on this quote is quoted as a whole and is to be used without using the 0-15% non-DBE/MBE rate at anytime on this project. Please feel free to contact your Truck King estimator for further explanation.

15. Any type of fees billed to Truck King Hauling Contractors, Inc. by a landfill or dump will be the responsibility of the customer and will be billed accordingly.

16. For all SEMI hourly work if not specified above on the item description, there is an 6 hour minimum required that must be paid to each truck if 6 hours of work is not reached. For all 6-WHEELER hourly work there is a 8 hour minimum required that must be paid to each truck if 8 hours of work is not reached.

17. 2 hours of show-up time must be paid to all trucks when ordered if the job is canceled less then 2 hours from the scheduled start time.

18. It is mutually understood that TKHC Inc.`s quote is based on information received from the Customer separate from any plans, specifications or addendums. AT NO TIME will TKHC Inc. review any plans, specifications or addendums prior to quoting.

19. TKHC Inc.`s quote is based on our standard certificate of insurance. Any additional insurance requirements necessary to comply with the project such as additional insured endorsements, waivers of subrogation, etc. should be disclosed at the time of quote separately from any plans, specifications or addendums. Failure to inform TKHC Inc. at time of quote request will result in Customer being responsible for all costs incurred to comply with any additional insurance requirements needed.

20. All 100% DBE/MBE rates are good for up to 6 semi trucks per calendar day and all 0-15% Non-DBE/MBE rates are good for up to 6 semi trucks per calendar day, in total that is up to 12 semi trucks per calendar day per project if used as part of your bid package and notified at bid time. More DBE/MBE semi trucks and Non-DBE/MBE semi trucks may be available at the time the job starts, on a daily basis on a first come first serve basis. It is imperative that TKHC, Inc. receive notification of usage on a project as soon as possible and also we should receive look ahead scheduling as any other subcontract would on a project.

21. When Special waste is bid by the ton as a package of disposal and cartage there is a 20 ton minimum for cartage that will be billed if 20 tons are not met.

22. The pricing for non-special waste soil and special waste soil is predicated upon a representative sample being tested by the customer for Code-R parameters and the test results being distributed to us and the Sub-Title D facility that was quoted. Soils that meet the Sub-Title D acceptance criteria based upon the results of the Code-R parameters, i.e. Non-hazardous soils, will be good with the prices quoted above. Soils that are not acceptable or are considered hazardous will not be good for acceptence and the above prices quoted are null and void.

23. Shipments between the hours of 4:00pm and 6:00am are considered night-time hours of operations at many quarries and CCDD locations. There may be minimum delivery requirements per night shift and/or an additional opening fee. If the minimum delivery requirement is not met the contractor will be assessed an opening fee up to $5,000 per shift where minimum delivery requirements are not met. There will be a cancellation fee for any night deliveries that are canceled less than a 24 hour notice. Night shipments on Saturday and anytime on Sunday require an additional fee up to $3,000 per shift. Daytime shipments on Saturday afternoon may be subject to an additional fee as well.

24. It is the customers responsibilites to keep the working site and all haul roads free of any rebar, metals & any debris that may cause damage to any Articulated & semi trucks while working onsite. Any equipment damages caused due to jobsite unsafe environment will be responsibilities of the contractor. Including, but not limited to, any and all tire repair/replacement costs.

25. Truck King is not responsible for any fees, costs, delay and any other costs, due to jurisdictional disputes arising out of contractor`s work assignments.

26. Price Escalation - Any increase in Truck King's cost of transportation services caused by changes in prevailing wage rates for material haul or use of independent contractors/owner operators imposed after the date of this quote will be added to the unit/hourly prices as of the effective date of the change. This is a material term of this quote and shall be expressly include in any agreement between the parties.

I have read and agree to above mentioned _____ Title _____

This bid must be signed by an authorized representative of the company. Date _____

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

January 14, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

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

Dear Mr. Sauzameda:

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

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

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

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are <u>any</u> change in circumstances affecting your firm's eligibility status, your firm <u>must</u> 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,

[redacted]

E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	GREAT LAKES METALS CORP.
CIRCLE ALL THAT APPLY:	(DBE) MBE (WBE) SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	PILE SUPPLY SEE ATTACHED			$237,709.00	X	$142,625.00
			TOTALS FOR THIS DBE FIRM:	$237,709.00		$142,625.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] President 5-30-19

Signature for DBE Contractor — Title — Date

Contact: DONNA M. HERPICH

Firm Name: GREAT LAKES METALS CORP.

E-mail: DHERPICH@GREATLAKESMETALS.COM

Phone: 708-430-0500

Address: 8920-22 S. OCTAVIA AVE., BRIDGEVIEW, IL 60455

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	GREAT LAKES METALS CORP.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	PILE SUPPLY SEE ATTACHED			$237,709.00	X	$142,625.00
			TOTALS FOR THIS DBE FIRM:	$237,709.00		$142,625.00

REVISED

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

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

[redacted] Estimator 05/30/19

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Ste 195, Lisle, IL 60532

[redacted] President 5-30-19

Signature for DBE Contractor — Title — Date

Contact: DONNA M. HERPICH

Firm Name: GREAT LAKES METALS CORP.

E-mail: DHERPICH@GREATLAKESMETALS.COM

Phone: 708-430-0500

Address: 8920-22 S. OCTAVIA AVE., BRIDGEVIEW, IL 60455

Great Lakes Metals Corp.

8920 S. Octavia
Bridgeview, IL 60455
Voice: (708) 430-0500
Fax: (708) 430-0505

WBE/ DBE / FBE Certified – State of IL
WBE / DBE Certified – State of IN
WDBE Certified – State of WI
DBE Certified – State of TN

www.greatlakesmetals.com

May 29, 2019

Quote to: Judlau – Aaron Henneberg - Estimating

RE: ISTHA - I-18-4446 – DuPage/Kane Counties
I-294 Retaining Wall and Shoulder Rehab
(Mile Post 31.5 to 34.9) - HP/SP/WF Beams

Quote #052919-4446-JUD

We are pleased to quote the following:

Notes:
1) H-Pile, Sheet Pile and WF Beam material is new, domestic, uncoated ASTM A992/A572 Grade 50 unless otherwise noted. .
2) Price includes delivery to jobsite in full truckload releases only. Prices are based on shipping minimum of 40,000 Lbs. on each truck. Partial loads will result in additional freight. Exclusions apply.
3) Changes to the quantity, type of materials or lengths will affect pricing.

Qty/Unit	Description			Price/UOM	
Approx. 172,800 Lbs.	W24 x 192 Beams (25' to 50' lengths)	880 FT	$110.15/FT	$ 57.37/CWT	= $96,932.00
Approx. 116,800 Lbs.	W24 x 146 Beams (25' to 50' lengths)	800 FT	$75.16/FT	$ 51.58/CWT	= $60,128.00
Approx. 32,850 Lbs.	HP14 x 73 H-Pile (25' to 50' lengths)	450 FT	$36.076/FT	$ 49.42/CWT	= $16,234.00
Approx. 3,560 Lbs.	HP14 x 89 H-Pile (25' to 50' lengths)	44.77 FT	$43.9838/FT	$ 49.42/CWT	= $1,969.00
Approx. 126,360 Lbs.	HP14 x 117 H-Pile (25' to 50' lengths)	1080 FT	$57.820/FT	$ 49.42/CWT	= $62,446.00
~~Approx. 972,000 Lbs.~~	~~PZ-27 HR Sheet Pile (10' to 50' lengths)~~			~~$ 71.53/CWT~~	$237,709.00

@ 60% = $142,625.00

1. Terms: Net 30 days subject to credit approval. No retention allowed.
2. No taxes are included.
3. We reserve the right to refuse or re-quote partial orders and the right to withdraw or adjust our quotation any time prior to acceptance of an order.
4. Standard mill warranty applies. No other warranty is expressed or implied.
5. Material is quoted from stock in 5' increments, subject to prior sale, AND/OR a mill rolling. If stock material is sold prior to order placement, a revised quote will be required. Material will be invoiced at time of shipment. Storage will be an additional charge.
6. Pricing is valid through June 21, 2019. Shipments and orders placed after June 21, 2019 will be subject to mill price increases.

Certified WBENC

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Great Lakes Metals Corporation
Donna Herpich
8920 S. Octavia
Bridgeview, IL 60455

County: Cook

Email: dherpich@greatlakesmetals.com

Phone: 708-430-0500

Fax: 708-430-0505

Categories: Supplier

NAICS	Speciality
NAICS Code: 423510 Metal Service Centers and Other Metal Merchant Wholesalers	NAICS Code: 423510 Metal Service Centers and Other Metal Merchant Wholesalers, Specialty: Sheet Pile, H-Pile, Shell Pile, Rebar, Grating Hot Rolled, Cold Rolled and Galvanized flat rolled, structurals, bar, tubing, pipe Stainless Steel sheets in all thicknesses and finishes, other flat rolled products, structurals, bar, tubing, pipe Aluminum flat rolled, structurals, bar, tubing, pipe

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Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	RR-18-4446

DBE FIRM NAME:	ALF Cartage Inc
CIRCLE ALL THAT APPLY:	DBE ☑ MBE ☐ WBE ☐ SBA 8(A) ☐

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	SEWER MATERIAL SUPPLY					
	See Attached			$78,992.65	X	$47,395.59
	TOTALS FOR THIS DBE FIRM:					$47,395.59 NaN

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

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[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JUDLAU CONTRACTING, INC.
Email: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] President 5/29/2019
Signature for DBE Contractor — Title — Date

Contact: Anne Laredo
Firm: ALF Cartage Inc.
Email: alfcartageinc@gmail.com
Phone: 847.286.0488
Address: 32 East Lake Street Northlake, Illinois 60164

Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	RR-18-4446

DBE FIRM NAME:	ALF Cartage Inc
CIRCLE ALL THAT APPLY:	DBE [✓] MBE [ ] WBE [ ] SBA 8(A) [ ]

CHECK ALL THAT APPLY:

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

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

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VARIOUS	SEWER MATERIAL SUPPLY					
	See Attached			$78,992.65	X	$47,395.59
	TOTALS FOR THIS DBE FIRM:					$47,395.59 NaN

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[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Contact: SHAMIK AMIN
Firm: JULAN CONTRACTING, INC.
Email: SHAMIK.AMIN@OHLNA.COM
Phone: 630-397-6040
Address: 1011 WARRENVILLE RD.

[redacted] President 5/29/2019
Signature for DBE Contractor — Title — Date

Contact: Anne Laredo
Firm: ALF Cartage Inc.
Email: alfcartageinc@gmail.com
Phone: 847.288.0488
Address: 32 East Lake Street Northlake, Illinois 60164

32 East Lake Street Northlake, Illinois 60164 Phone (847)288.0488 Fax (847)288.1978

Sales Quotation

Estimate #	Project:	Location:	Customer	Date
2695	I-18-4446	I-294	Judlau Contracting, Inc. 1011 Warrenvilee Road # 195 Lisle, Illinois 60532	5/26/2019

Item	Product Description	Qty	U/M	Price	Total
54213657	Precast Reinforced Concrete FES w/Toe Only 12"	3	EA	369.05	1,107.15
54213663	Precast Reinforced Concrete FES w/Toe Only 18"	2	EA	456.50	913.00
5422A012	Pipe Culvert Class A Type 2 12" Temporary CL 5 Gasket	136	FT	9.46	1,286.56
5422A015	Pipe Culvert Class A Type 2 15" Temporary CL 4 Gasket	88	FT	11.935	1,050.28
5422A024	Pipe Culvert Class A Type 2 24" Temporary CL 3 Gasket	160	EA	21.505	3,440.80
542A0217	Pipe Culverts Class A Type 1 12" C5 Gasket	200	FT	9.46	1,892.00
542A0223	Pipe Culverts Class A Type 18" C4 Gasket	192	FT	14.025	2,692.80
542A0229	Pipe Culverts Class A Type 1 24" C3 Gasket	72	FT	21.505	1,548.36
550A0120	Storm Sewer CL A TY 1 24" C3 Gasket	56	FT	21.505	1,204.28
550A0340	Storm Sewer CL A TY 2 12" C5 Gasket	216	FT	9.46	2,043.36
550A0360	Storm Sewer CL A TY 2 15" C4 Gasket	256	FT	11.935	3,055.36
550A0380	Storm Sewer CL A TY 2 18" C4 Gasket	520	FT	14.025	7,293.00
550A0450	Storm Sewer CL A TY 2 36" C3 Gasket	40	FT	40.04	1,601.60
60100060	Concrete Headwall for Pipe Drains	2	EA	148.50	297.00
60218400	Manhole TA 4'-DIA For Bench Add $ 225.00each	3	EA	847.00	2,541.00
60224446	Manhole TA 7'-DIA	1	EA	3,084.40	3,084.40
60224459	Manhole TA 8'-DIA	2	EA	6,788.10	13,576.20
X6020084	Manhole Special 7'-DIA	1	EA	1,468.50	1,468.50
J1602010	Catch Basin TB	3	EA	1,320.00	3,960.00
J1602115	Catch Basin TG-2 TG-2	1	EA	3,443.00	3,443.00
J1602200	Catch Basin TA 4'-DIA Special	2	EA	748.00	1,496.00
J1602208	Catch Basin TA 5'-DIA Special	2	EA	1,237.50	2,475.00
J1680121	Sloped Headwall Type III 12" 1:3 *Headwalls Casted Complete	3	EA	1,045.00	3,135.00
J1680123	Sloped Headwall Type III 18" 1:3 *Headwalls Casted Complete	2	EA	1,375.00	2,750.00
J1680125	Sloped Headwall Type III 24" 1:3	7	EA	940.50	6,583.50
J1680135	Sloped Headwall Type III 24" 1:4	1	EA	1,039.50	1,039.50

Any Structural Enginer cost required will be passed along to the purchaser.

Prices are Firm for 60 Days from Date of Quote. Prices are based on Full Semi Truck Loads. Restocking Charge of 20% on Returns. 60 Minutes Wait Time Allowed $125.00 an hour there after. Prices are for Structures ONLY.. Prices DO NOT Include Extras: Mastic, Adjusting Rings, Frames, Grates, Lids, Hatches, Joint Material, Wraps, Toe Blocks,Coating, Chimney Seals, Lifting Pins, Swivels, Teacups, Cables, Outside Drop Pipe and Fittings. All "EXTRA" items are not included unless noted on

Cost Estimate is based on presently known, incomplete information and will ultimately vary from the final contract amount.

Estimate Total

Illinois 10.25% Sales Tax (if applicable)

TERMS: 30 Days After Shipment-1% Interest Thereafter

We Do Not accept responsibility for any errors, ours or others. Please Check your figures carefully since structures will be billed as they are finally built.

Unit prices are an AVERAGE of all structures for the line item. Invoices will reflect how the Structures are delivered.

Quoted By: _____ ACCEPTED: _____

ALF CARTAGE INC.

32 East Lake Street Northlake, Illinois 60164 PHONE (847)288.0488 FAX (847)288.1978

Sales Quotation

Estimate #	Project:	Location:	Customer	Date
2695	I-18-4446	I-294	Judlau Contracting, Inc. 1011 Warrenvilee Road # 195 Lisle, Illinois 60532	5/26/2019

Item	Product Description	Qty	U/M	Price	Total
J1680142	Sloped Headwall Type III 15" 1:6 *Headwalls Casted Complete	1	EA	1,925.00	1,925.00
J1680148	Sloped Headwall Type III 15" 1:10	1	EA	2,090.00	2,090.00
	**Please Note that All Pipe is Rounded Up to Full Length of Pipe..				

Any Structural Enginer cost required will be passed along to the purchaser.

Prices are Firm for 60 Days from Date of Quote. Prices are based on Full Semi Truck Loads. Restocking Charge of 20% on Returns. 60 Minutes Wait Time Allowed $125.00 an hour there after. Prices are for Structures ONLY.. Prices DO NOT Include Extras: Mastic, Adjusting Rings, Frames, Grates, Lids, Hatches, Joint Material, Wraps, Toe Blocks,Coating, Chimney Seals, Lifting Pins, Swivels, Teacups, Cables, Outside Drop Pipe and Fittings. All "EXTRA" items are not included unless noted on

Cost Estimate is based on presently known, incomplete information and will ultimately vary from the final contract amount.

Estimate Total $78,992.65

Illinois 10.25% Sales Tax (if Applicable)

TERMS: 30 Days After Shipment-1% Interest Thereafter

We Do Not accept responsibility for any errors, ours or others. Please Check your figures carefully since structures will be billed as they are finally built.

Unit prices are an AVERAGE of all structures for the line item. Invoices will reflect how the Structures are delivered.

Quoted By: _____ ACCEPTED: _____

ALF CARTAGE INC.

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

ALF Cartage Inc.
Anne Laredo
32 E. Lake Street
Northlake, IL
60164-0000

Email: alfcartageinc@aol.com
Phone: 708-203-1124
Fax: 847-288-1978

County: Cook

Categories: Supplier, Trucking

NAICS	Speciality
423320 - Concrete building products merchant wholesalers	NAICS 423320 Concrete building products merchant wholesalers NAICS 484110 General Freight Trucking, local NAICS 484220 Specialized Freight (except Used Goods) Trucking, Local
484110 - General freight trucking, local	
484220 - Specialized Freight (except Used Goods) Trucking, Local	

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Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #:	I-18-4446

DBE FIRM NAME:	HII CONSTRUCTION COMPANY
CIRCLE ALL THAT APPLY:	(DBE) MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): Y (N)	TIER 2 OR BELOW: (Y) N	UNDER CONTRACT TO: K-Five Construction Corp.

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

PAY ITEM NO.*	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT $ AMOUNT(S)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT(S) (reduce to 60% of contract amount if firm is a supplier)
	Hauling					
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$10,000.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

[redacted] PRES 5/31/19
Signature for DBE Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD. STE 195, LISLE, IL 60532

Contact: J.R. HARMON
Firm Name: H II CONSTRUCTION COMPANY
E-mail: JR@H2-CC.COM
Phone: 773 261 6300
Address: 1800 DESPLAINES, FOREST PK IL 60130

Item Number	Description	Quantity	UM
44000157	HMA SURF REM 2"	31,303	SY
44004250	PAVED SHLD REM	443	SY
X0325201	SHLD RUMBLE STRIP REM	340	SY
JI406510	WMA SC MIX d N70	3,501	TON
JI440022	SHLD RUMBLE STRIP REM	2,349	SY
JI440030	PAVED SHLD REM VD	18,654	SY
JI482112	WMA SHLD 9"	19,777	SY
JI485030	TEMP PVMT CL 3	1,798	SY

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

H II CONSTRUCTION COMPANY
Lawrence Harmon
1800 Des Plaines
Forest Park, IL
60130-0000

Email: JR@H2-CC.COM
Phone: 773-261-6380
Fax: 773-804-3068

County: Cook

Categories: Trucking

NAICS	Speciality
484220 - Dump trucking (e.g., gravel, sand, top-soil) 484220 - Top-soil hauling, local	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil) NAICS 484220 Top-soil hauling, local

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	MM HAULING
CIRCLE ALL THAT APPLY:	(DBE) MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): Y (N)	TIER 2 OR BELOW: (Y) N	UNDER CONTRACT TO: K-Five Construction Corp.

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Hauling					
	TOTALS FOR THIS DBE FIRM:					$10,000.00

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

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[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE IL 60532

[redacted] President 5/30/19
Signature for DBE Contractor — Title — Date

Contact: Manny Legaspi
Firm Name: M M Hauling, Inc.
E-mail: manny@mmhinc.net
Phone: 815-693-5170
Address: 7665 W Lawndale Ave Summit IL 60501

Item Number	Description	Quantity	UM
44000157	HMA SURF REM 2"	31,303	SY
44004250	PAVED SHLD REM	443	SY
X0325201	SHLD RUMBLE STRIP REM	340	SY
JI406510	WMA SC MIX d N70	3,501	TON
JI440022	SHLD RUMBLE STRIP REM	2,349	SY
JI440030	PAVED SHLD REM VD	18,654	SY
JI482112	WMA SHLD 9"	19,777	SY
JI485030	TEMP PVMT CL 3	1,798	SY

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

M/M Hauling Inc.
Juan M. Legaspi
7665 W. Lawndale Ave.
Summit, IL 60501

Email: manny@mmhinc.net
Phone: (708) 929-4444
Fax: (708) 929-4722

County: Cook

Categories: Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	TRUCK KING HAULING CONTRACTORS INC
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y (N) TIER 2 OR BELOW: (Y) N UNDER CONTRACT TO: K-Five Construction Corp.

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PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Hauling					
	TOTALS FOR THIS DBE FIRM:					$10,000.00

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

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

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[redacted] ESTIMATOR 06/03/19

Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN

Firm Name: JUNLAU CONTRACTING, INC.

E-mail: SHAMIK.AMIN@OHLNA.COM

Phone: 630-387-6040

Address: 1011 WARRENVILLE RD, STE 195 LISLE, IL 60532

[redacted] PRESIDENT 5/30/19

Signature for DBE Contractor — Title — Date

Contact: JESUS SAUZAMEDA

Firm Name: TRUCK KING HAULING CONTRACTORS INC

E-mail: jsauzameda@tkhcinc.com

Phone: 773-847-6000

Address: 4600 W 48TH ST, CHICAGO IL

Item Number	Description	Quantity	UM
44000157	HMA SURF REM 2"	31,303	SY
44004250	PAVED SHLD REM	443	SY
X0325201	SHLD RUMBLE STRIP REM	340	SY
JI406510	WMA SC MIX d N70	3,501	TON
JI440022	SHLD RUMBLE STRIP REM	2,349	SY
JI440030	PAVED SHLD REM VD	18,654	SY
JI482112	WMA SHLD 9"	19,777	SY
JI485030	TEMP PVMT CL 3	1,798	SY

Unified Certification Program - Search

Contractor Details

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Print

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

County: Cook

Email: jsauzameda@tkhcinc.com

Phone: (773) 847-6000

Fax: (773) 847-6714

Categories: Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	Walls Trucking Inc
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y (N) | TIER 2 OR BELOW: (Y) N UNDER CONTRACT TO: K-FIVE CONSTRUCTION

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	TRUCKING FOR VARIOUS ITEMS -					
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$54,000.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor Title Date

Contact: SHAMIK AMIN
Firm Name: JULAN CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WATERMVILLE RD, STE 195, LISLE, IL 60532

[redacted] President 5-28-19
Signature for DBE Contractor Title Date

Contact: JASON E PADDOCK
Firm Name: Walls Trucking Inc
E-mail: walls4244@GMAIL.COM
Phone: 773-986-9700
Address: 3606 N. LUNA AVE Chicago IL 60641

Item Number	Description	Quantity	UM
44000157	HMA SURF REM 2"	31,303	SY
44004250	PAVED SHLD REM	443	SY
X0325201	SHLD RUMBLE STRIP REM	340	SY
JI406510	WMA SC MIX d N70	3,501	TON
JI440022	SHLD RUMBLE STRIP REM	2,349	SY
JI440030	PAVED SHLD REM VD	18,654	SY
JI482112	WMA SHLD 9"	19,777	SY
JI485030	TEMP PVMT CL 3	1,798	SY

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Walls Trucking Inc.
Jason E. Paredes
3606 N. Luna Ave.
Chicago, IL 60641

Email: walls4244@gmail.com
Phone: (773) 986-9700
Fax: (773) 657-3731

County: Cook

Categories: Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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Version: 1.1.27.5458

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #: I-18-4446

FIRM NAME: Five Star Hauling Inc

CHECK ALL THAT APPLY: (DBE) MBE WBE SBA 8(A)

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

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

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

PAY ITEM NO.*	DESCRIPTION (INCLUDE SPECIFIC ITEMS OF WORK, OR WORK SUBCONTRACTED ONLY)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (INCLUDE 60% OF CONTRACT AMOUNT IF DBE IS A SUPPLIER)
	TRUCKING FOR VARIOUS ITEMS -					
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$54,000.00

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

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[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@ONLNA.com
Phone: 630-887-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] President 5/29/2019
Signature for DBE Contractor — Title — Date

Contact: Grace Martinez
Firm Name: Five Star Hauling Inc
E-mail: grace@fivestarhauling.com
Phone: 773-671-3136
Address: 14210 S. Kenton, Crestwood, IL 60418

Item Number	Description	Quantity	UM
44000157	HMA SURF REM 2"	31,303	SY
44004250	PAVED SHLD REM	443	SY
X0325201	SHLD RUMBLE STRIP REM	340	SY
JI406510	WMA SC MIX d N70	3,501	TON
JI440022	SHLD RUMBLE STRIP REM	2,349	SY
JI440030	PAVED SHLD REM VD	18,654	SY
JI482112	WMA SHLD 9"	19,777	SY
JI485030	TEMP PVMT CL 3	1,798	SY

Unified Certification Program - Search

Contractor Details Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

Five Star Hauling, Inc.
Graciela Martinez
14210 S Kenton
Crestwood, IL 60445

County: Cook

Email: grace@fivestarhauling.com

Phone: 773-671-3136

Fax: 708-658-1549

Categories: Trucking

NAICS	Speciality
NAICS Code 484110: General Freight Trucking, Local	NAICS Code: 484110: General Freight Trucking, Local, Specialty: stone, gravel, sand, asphalt and road salt

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	

DBE FIRM NAME:	
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

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

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

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

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

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Signature for Prime Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

Signature for DBE Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist

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

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

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

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

_____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: _____

Illinois Tollway

DBE FORM 2023

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

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

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

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

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

Print Name: _____ **Phone contact:** _____

Position: _____ **E-mail address:** _____

Signature: _____ **Date:** _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

FORM 2024 - DBE Trucking Reporting and Verification Form

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

SECTION A: to be completed by Prime Contractor

(a) Contract Number _____

(b) Prime Contractor Name _____

(c) Contract Award Value _____

(d) Amount Earned to Date

(e) Percent Complete [ ] Chose One

(f) Reporting Period: _____ To _____

	(h) Name of DBE Trucking Subcontractor	(i) DBE Trucking Subcontractor Amount from DBE Plan (Form 2025)	(j) Amount Paid to DBE Trucking Subcontractor to Date	(k) Percent of Planned Amount Paid to Date
(g)				#DIV/0!

(h) _____ Signature of Prime Contractor Authorized Agent _____ Date

(i) _____ Printed Name _____ Title

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

		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 VII.A.** $ -

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

ISTHA DBE Utilization by Period Report – DBE Form 2114

General Information

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

Contract Financials (cumulative)

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

DBE Financials (cumulative)

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

Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers ($)	11(a)	12(b)
15	Projected for DBE contractors/suppliers		

Progress Payment Detail

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

16	**DBE subcontractor/supplier name #2**		
17	Approved 2025 Amount ($)		
18	Projected Amount ($)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier [ ] YES [ ] NO [ ] 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 [ ] YES [ ] NO [ ] 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 #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 [ ] YES [ ] NO [ ] 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 #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 [ ] YES [ ] NO [ ] 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		

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

ISTHA DBE Final Payment Report – DBE Form 2115

General Information

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

Prime Contractor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

Subcontractor Payment

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

Subcontractor Work during Contract:

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

(27)Explanations	

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

Prime Contractor

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

Subcontractor

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

Capture Application Request for Log-in/Password

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

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

☐ Construction Manager ☐ Prime Contractor

(company name) _____.

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

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

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

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

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

Print Name:_____ Date _____

User Signature: _____ Date _____

Print Company Name: _____ Date _____

Affidavit: *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, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	
Signature of Agent:	
Date of Signature:	

For ease of response, please e-mail this request from the email account listed above to:
dbe@getipass.com

Illinois State Toll Highway Authority

SPECIAL PROVISIONS FOR

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

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

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

5.1 That it will, upon receipt of "Notice of Intent" email as low apparent responsive/responsible Bidder, submit EEO Form 1256, Workforce Projection if required by the "Notice of Intent".

5.2 That it will not discriminate against any protected category identified by law; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

5.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

5.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination of any protected category identified by law.

5.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the IDHR's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5.6 That it will submit reports as required by the IDHR's Rules, furnish all relevant information as may from time to time be requested by the IDHR or the Tollway, and in all respects comply with the Illinois Human Rights Act and the IDHR's Rules.

5.7 That it will abide by the audit clause of the contract.

5.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable

for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition,

the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

7. EEO FORM 0003 WORKFORCE ANALYSIS

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

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

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

8. SUBCONTRACTOR OBLIGATIONS:

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

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

9. GOOD FAITH EFFORT PROCEDURES:

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

10. CORRECTIVE ACTION PLAN:

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

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

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

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

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

11. AMENDED CORRECTIVE ACTION PLAN:

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

12. DETERMINATION OF NON-COMPLIANCE:

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

13. ADMINISTRATIVE RECONSIDERATION:

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the

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

14. SANCTIONS:

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

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

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. INACCURATE OR FRAUDULENT REPORTING:

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

17. OTHER REGULATIONS:

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

Tollway Contract #: _____

Prime: _____

Date: _____

FORM EEO 1256 - WORKFORCE PROJECTION

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

TABLE A

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

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

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

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

Note: See Instructions on page 2

FORM EEO 1256 - WORKFORCE PROJECTION - continued

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

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

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

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

Company _____ Telephone Number _____

_____

Address _____

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

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

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

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

EEO 0003 Workforce Reporting Worksheet

Contract #		Prepared by	
EEO Contractor/Supplier Name		Title	
Company Contact		E-mail Address	
Period Begin Date		Phone #	
Period End Date			
Current Pay Estimate		% Complete	Mobilization Date
No Hours to Report	☐		
Work Performed			
Narrative Box			

	✓ CHECK THE CORRECT BOX												ENTER HOURS AND COUNT			
Job Category	Gender		Ethnicity							Worker Experience Level			Non-Veteran		Veteran	
	Male	Female	African American	American Indian /AK	Asian	Hispanic	Native Hawaian or other Pacific	Two or More Races	White	Journey - man	App-rentice	On-the-Job Trainee	Hours	Count	Hours	Count

STATE OF ILLINOIS

SPECIAL PROVISION - VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION

For State Agency/State University Use Only

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of 2% based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 is due by 5:00 p.m. on the fifth calendar day after email notification to the prime by the Tollway of low apparent Bidder status. In no case should a Contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

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

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

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

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

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The Contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.

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

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

5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

5.4. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the

contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:

5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.5. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.

5.7. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,

Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.2 If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.

7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;
7.3.2. Failure of performance;
7.3.3. Financial incapacity;
7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.

7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.

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

7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR:_____
CONTACT NAME:_____
CONTACT PHONE NUMBER:_____
CONTACT E-MAIL:_____

CONTRACT NUMBER_____

Check one:

☐ Contractor will meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as presented below.

☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.

☐ Contractor requests a waiver of the VOSB Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST:_____
PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

1. Bidders are required to comply with the Veteran Small Business Participation and Utilization Plan - Construction
2. Submit only one Veteran Utilization Plan for each Project.
3. This Utilization Plan, Form 2026 must:
   --be submitted with the bid or the bid may be deemed non-responsive
   --be an accurate representation of work and pricing agreed upon between the prime and the Veteran firm prior to bid submission
4. The Participation Statement(s) (VOSB Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at constructionbid@getipass.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low Bidder status.
5. Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for Veteran credit.
6. In no case should a Contractor remove, replace or reduce the commitment to a Veteran firm listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

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

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

_____
Signature

Form 2026 - 03/2018

Date: 5/30/2019

To: Contact Name: Shamik Amin

Contractor Company Name: Judlau Contracting, Inc.

From Deanna Dinkel

DBE Project Specialist

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

Subject: **VOSB Plan Review** **Date Original Plan Submitted:** 5/30/2019 **Revision #** 0

Contract # I-18-4446 **Established VOSB Goal:** 2.00 %

Contract Description: Retaining Wall Construction, Grading and Shoulder Rehabilitation - Tri-State Tollway (I-294) - Mile Post 31.5 to Mile Post 34.9

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

Notes:

VOSB Plan as Submitted by apparent low bidder:

Core Bid Amount **$11,477,295.13**

VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
John Keno & Co.	SB	VOSB	Excavation	$250,000.00	$250,000.00	2.17 %	CMS	M	Caucasian
Total # of subcontracts: 1			**TOTAL**	**$250,000.00**	**$250,000.00**	**2.17 %**			
Total # of subcontractors: 1			**Total %**	**2.17 %**	**2.17 %**				

Illinois Tollway

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: JULAU CONTRACTING, INC.
CONTACT NAME: SHAMIK AMIN
CONTACT PHONE NUMBER: 630-387-6040
CONTACT E-MAIL: SHAMIK.AMIN@OHLNA.COM

CONTRACT NUMBER I-18-4446

Check one:

☒ Contractor will meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as presented below.

☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.

☐ Contractor requests a waiver of the VOSB Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

1. Bidders are required to comply with the Veteran Small Business Participation and Utilization Plan - Construction
2. Submit only one Veteran Utilization Plan for each Project.
3. This Utilization Plan, Form 2026 must:
   –be submitted with the bid or the bid may be deemed non-responsive
   –be an accurate representation of work and pricing agreed upon between the prime and the Veteran firm prior to bid submission
4. The Participation Statement(s) (VOSB Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at constructionbid@getipass.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low Bidder status.
5. Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for Veteran credit.
6. In no case should a Contractor remove, replace or reduce the commitment to a Veteran firm listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

VOSB UTILIZATION PLAN

VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount ($) If supplier, enter 60% credit amount.
JOHN KANG AND SONS	BORROW EX	$250,000.00
	TOTAL	$250,000.00

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

[redacted]

Signature

Form 2026 - 03/2018

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

VOSB FIRM NAME:	John Keno & Company, Inc.
CIRCLE ALL THAT APPLY:	(VOSB) SDVOSB

CHECK ALL THAT APPLY:

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
20400100	Borrow Excavation (Partial)	17,793.59	$14.05	$250,000.00		$250,000.00
	TOTALS FOR THIS VOSB FIRM:					$250,000.00

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

2. **COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contractitem(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be madewithout PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereto must be provided to ISTHA's Department ofDiversity and Strategic Development. **The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The PrimeContractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB** no later thanthree 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 STATEOF ILLINOIS VETERAN SMALL BUSINESS PARTICPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.**

[redacted] Estimator 05/30/2019

Signature for Prime Contractor — Title — Date

Contact: Shamik Amin

Firm Name: Judlau Contracting, Inc.

E-mail: shamik.amin@ohlna.com

Phone: 630-387-6040

Address: 1011 Warrenville Rd, Suite 195, Lisle, IL

[redacted] President 5/30/19

Signature for VOSB Contractor — Title — Date

Contact: John K. Vignocchi

Firm Name: John Keno & Company, Inc.

E-mail: johnv@johnkeno.com

Phone: (773) 380-0700

Address: (773) 380-0706

JOHN KENO & COMPANY, INC.
8608 WEST CATALPA AVENUE, SUITE 808
CHICAGO, ILLINOIS 60656

TEL: 773.380.0700
FAX:773.380.0706
www.johnkeno.com

May 30, 2019

Via Email

Mr. Dalin Smith
Judlau Contracting
1011 Warrenville Road
Suite 195
Lisle, IL

Re: E9040 – ISTHA - Contract No. I-18-4446
20400100 Borrow Excavation Proposal

Mr. Smith,

We propose to furnish all labor, equipment, materials, and subcontractors to specifically perform the following scope of work:

1) Excavate 22,000 CY of soil from the McMaster-Carr stockpile.
2) Haul with on-road trucks to WA (1-490) fill site at 3431 Powell Street.
3) Place & compact 22,000 CY at fill site.

Borrow Excavation: $ 14.05 / CY

Clarifications:

- This proposal is based upon the acceptance of all clarifications, assumptions, and exclusions as listed herein.
- All tolerances are to be +/- 0.10'. All fine grading is to be performed by others.
- All excavated and surplus materials are suitable for onsite fill and acceptable as "Clean Fill" at local sites governed by IEPA TACO Tier 1 regulatory guidelines or City of Chicago Department of Environment regulatory guidelines. The cost of testing is not included. Information must be provided prior to the start of any excavation.
- Disposal of any material deemed or found to be contaminated is not included.
- Undercutting/removal of unsuitable material is not included.
- Spreading of topsoil/restoration of the areas is not included.
- Import of stone for haul roads is not included.
- If necessary, traffic control is by others.
- Sales tax is specifically excluded.

JKC Standard Exclusions (unless noted otherwise above):
Engineering; Sheeting, shoring, and/or underpinning; Structural demolition and/or removal of any foundations (if applicable this work is to be handled on a time and materials basis only); Tank and/or well removal and/or capping; Purchasing or installation of topsoil; Landscape stone; Covering of stockpiles; Dewatering or pumping of any water; Moisture control and/or scarifying, discing, or drying of materials; Lime/cement stabilization; Temporary protection, removal, maintaining, relocation, and/or re-routing of any utilities; Temporary protection, maintenance, removal, pruning, or relocation of any trees or shrubbery; Removal of unforeseen obstructions; Furnishing or installation of materials above and/or on top of any proposed vapor and/or moisture barrier; Insulation; Sawcutting and/or coring; Liquidated damages; Permits and/or fees; Removal and/or handling of other trades surplus materials; Special and/or

hazardous waste handling and/or removal; Cleaning of materials from within reinforcing steel at caisson caps; Undercut and replacement of unsuitable materials; Excavation for/installation of mud slab; Winter conditions and/or frost/snow removal, protection, and/or disposal; Noise and/or dust control; Concrete wash out; Truck wash and/or rumble grids; Street cleaning; Layout; Perimeter and/or safety fencing; Furnishing and installing stone base for asphalt paving or proposed concrete sidewalks, curbs, and/or gutters; Patching and/or restoration of asphalt and/or concrete paving; Automobile and/or pedestrian traffic control, protection, and/or flagmen; Testing; Utility Earthwork; Cleaning of utility structures; Televising of sewers; Vibration monitoring; Rip Rap; Flowable fill; Seeding and/or landscaping; Installation of fencing, poles, bollards, and signs; Temporary roads and/or pavements; Premium Time; Sales Tax; Payment and/or Performance bond.

All prices are valid for 10 days.

John Keno and Company, Inc. is a **Veteran Owned Small Business** (VOSB/SBE), a State of Illinois certified PBE, and a City of Chicago certified BEPD (Business Enterprise owned by Persons with Disabilities).

We appreciate the opportunity to provide you with this proposal. Please do not hesitate to call with any questions or if we can be of further assistance.

Very truly yours,
JOHN KENO & COMPANY

Ethan J. Hoehn
Chief Estimator

CMS

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 24, 2019

John Vignocchi
John Keno & Co.
8608 W. Catalpa, Suite 808
Chicago, IL 60656

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)
Certification Term Expires: February 6, 2020

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

This certification is in effect with the State of Illinois until the date specified above.

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

NIGP 26932: CONTRACEPTIVES
NIGP 91240: DEMOLITION SERVICES
NIGP 91244: EXCAVATION SERVICES
NIGP 91300: CONSTRUCTION SERVICES, HEAVY, INCLUDING MAINTENANCE AND REPAIR SERVICES
NIGP 92678: REMEDIATION SERVICES, ENVIRONMENTAL, INCLUDING REHABILITATION SERVICES HAZARDOUS WASTE AND MOLD REMEDIATION
NIGP 95939: DAM AND LEVEE CONSTRUCTION, MAINTENANCE, MANAGEMENT AND REPAIR
NIGP 96437: ENGINEERS (NON-LICENSED) AND OTHER TECHNICAL PERSONNEL (FOR MEDICAL SEE 964-65)
NIGP 96842: GENERAL CONSTRUCTION
NIGP 98814: EROSION CONTROL SERVICES

Your firm will only show up in the datebase of BEP=certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you msst also register with the Procurement Bulletins.

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

Sincerely,

Carlos Gutiérrez
Certification Manager
Veteran Business Program

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**John Keno & Co.**
OWNER	**Mr. John Vignocchi**
ADDRESS	**8608 W. Catalpa, Suite 808** **Chicago, IL 60656**
PHONE	**773-380-0700**
FAX	**773-380-0706**
EMAIL	**jschak@johnkeno.com**
WEBSITE	**http://www.johnkeno.com**
ETHNICITY	**Caucasian**
GENDER	**Male**
COUNTY	**Cook (IL)**

Map This Address

Certification Information

CERTIFYING AGENCY	**State of Illinois Central Management Services**
CERTIFICATION TYPE	**VOSB - Veteran Owned Small Business**
RENEWAL DATE	**2/6/2020**
EXPIRATION DATE	**2/6/2023**
CERTIFIED BUSINESS DESCRIPTION	**NIGP 91240 Demolition Services** **NIGP 91244 Excavation Services** **NIGP 91300 CONSTRUCTION SERVICES, HEAVY** **NIGP 95939 Dam and Levee Construction, Maintenance, Management and Repair** **NIGP 96437 Engineers (Non-Licensed) And Other Technical Personnel (For Medical See 964-65)** **NIGP 96842 General Construction** **NIGP 98814 Erosion Control Services** **NIGP 26932 Contraceptives** **NIGP 92678 Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)**

Commodity Codes

Code	Description
NIGP 26932	Contraceptives
NIGP 91240	Demolition Services
NIGP 91244	Excavation Services
NIGP 91300	CONSTRUCTION SERVICES, HEAVY, INCLUDING MAINTENANCE AND REPAIR SERVICES
NIGP 92678	Remediation Services, Environmental, Including Rehabilitation Services Hazardous Waste and Mold Remediation
NIGP 95939	Dam and Levee Construction, Maintenance, Management and Repair
NIGP 96437	Engineers (Non-Licensed) And Other Technical Personnel (For Medical See 964-65)
NIGP 96842	General Construction
NIGP 98814	Erosion Control Services

Additional Information

REGION	**Metro Chicago**

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	

VOSB FIRM NAME:	
CIRCLE ALL THAT APPLY:	VOSB SDVOSB

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

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

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

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

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

2. **COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contractitem(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be madewithout PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereto must be provided to ISTHA's Department ofDiversity and Strategic Development. **The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The PrimeContractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB** no later thanthree 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 STATEOF ILLINOIS VETERAN SMALL BUSINESS PARTICPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.**

Signature for Prime Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

Signature for VOSB Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

VOSB FORM 2023

Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

Good Faith Efforts Checklist

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

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

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

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

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

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

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

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

VOSB FORM 2023 page 2

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

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

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

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

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____

VOSB FORM 2023

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

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

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

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

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

Print Name: _____ **Phone contact:** _____

Position: _____ **E-mail address:** _____

Signature: _____ **Date:** _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current TOLLWAY BID CREDIT Programs are:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

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

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

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

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

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

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

4.5 Entering BID CREDITs on the bid forms:

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

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

4.7 All BID CREDITS UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.

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

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

5.1 Joint Venture partners who own BID CREDITS may independently submit BID CREDITS toward the joint venture bid subject to the overall BID CREDIT CAP.

5.2 Subcontractors/fabricators who own BID CREDITs may provide those BID CREDITS to prime contractors to be applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control.

5.3 In the event that a subcontractor/fabricator becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ACTIVE BID CREDITS UTILIZED by the disqualified subcontractor/fabricator that factored into the apparent winning bid will not be refunded to the subcontractor's BID CREDIT certificate balance.

5.4 For subcontractor/fabricator BID CREDIT to be considered for utilization on a bid by a prime contractor:

5.4.1 The prime contractor must include BID CREDIT owned by the prime Bidder along with the BID CREDIT from the subcontractor/fabricator for application to the bid.

5.4.2 The amount of BID CREDITs submitted by the prime contractor shall be no less than the lowest dollar amount submitted by any subcontractor/fabricator application to the bid.

5.4.2.1 An allowance may be made in cases where the prime contractor's total BID CREDITs owned are less than those of the subcontractor/fabricator.

- In no case can the prime offer less than $1,000 in BID CREDITs.
- In instances where the prime has BID CREDITs but the total amount of the prime's BID CREDITs is less than any subcontractor's BID CREDITs offered with a bid, the prime's BID CREDITs will be utilized and exhausted before a subcontractor's BID CREDITs will be applied to the bid.

5.4.2.2 Failure to meet this standard will result in the BID CREDITS SUBMITTED not being considered.

5.4.3 The prime contractor is required to perform the following:

- Ensure that the subcontractor is aware of and has provided permission to the Bidder as indicated on the BID CREDIT CERTIFICATE to use the BID CREDIT CERTIFICATE in the bid solicitation;

- Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;

- Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website (www.illinoistollway.com and click on "Doing Business") prior to submitting a BID CREDIT BID CREDIT CERTIFICATE in a TOLLWAY bid solicitation;

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

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

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

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITs do not expire.

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

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

- Where multiple solicitations have the same bid opening date, the TOLLWAY will typically open bids in numerical order with the lowest project number per the last four digits of the contract being opened first.

- The first bid opened containing the BID CREDIT CERTIFICATE will be considered for bid.

- All other bids containing a duplicate BID CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bid(s) has been issued.

- Until such time of award recommendation, all duplicate BID CREDIT CERTIFICATES will be Inactivated as applicable and the remaining BID CREDIT(s) and AWARD CRITERIA will be recalculated for subsequent bids.

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

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

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

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

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

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

Correa, Diana

From: Curcuro, Eleanor
Sent: Thursday, June 06, 2019 3:24 PM
To: Correa, Diana
Cc: Lanzo, Paul; Biggs, Susan; Mrugacz, Jeremy
Subject: FW: I-18-4446 - PRIME Disclosures - JUNE BOARD
Attachments: I-18-4446_JudlauContractingInc-CERTS-Disclosures-For-Contract_05312019.pdf

Hi Diana,

Judlau Contracting, Inc. revised disclosures for I-18-4446 are reviewed and approved.

Thanks,
Eleanor

From: Correa, Diana
Sent: Thursday, June 06, 2019 9:53 AM
To: Curcuro, Eleanor <ecurcuro@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>; Biggs, Susan <sbiggs@getipass.com>; Mrugacz, Jeremy <JMrugacz@getipass.com>
Subject: RE: I-18-4446 - PRIME Disclosures - JUNE BOARD

Good Morning Eleanor,

Please see attached Financial Disclosures for Judlau Contracting, Inc. for contract 4446. These are Prime Disclosures and should be reviewed as soon as possible.

Thank you

Diana Correa
Contract Services
Illinois Tollway – PMO
2700 Ogden Ave
Downers Grove, IL 60515
Office 630-241-6800 ext. 4863
dcorrea@getipass.com

From: Curcuro, Eleanor
Sent: Monday, June 03, 2019 3:11 PM
To: Correa, Diana <DCorrea@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>; Biggs, Susan <sbiggs@getipass.com>; Mrugacz, Jeremy <JMrugacz@getipass.com>
Subject: FW: I-18-4446 - PRIME Disclosures - JUNE BOARD

Hi Diana,

Please see below for necessary changes:

- Contract Terms and Conditions page 7 should have "Judlau Contracting, Inc." entered on the top line.
- On page 14 for Judlau Contracting, Inc., OHL USA, Inc., and Obrascon Huarte Lain Construccion Internacional, S.L.U. Disclosure forms, the DBA sections should be left blank.
- There will be an additional set of disclosures for Obrascon Huarte Lain Construccion Internacional, S.L.U.'s parent entity "Obrascon Huarte Lain, S.A."

Thanks,
Eleanor

From: Correa, Diana
Sent: Monday, June 03, 2019 1:38 PM
To: Curcuro, Eleanor <ecurcuro@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>; Biggs, Susan <sbiggs@getipass.com>; Mrugacz, Jeremy <JMrugacz@getipass.com>
Subject: I-18-4446 - PRIME Disclosures - JUNE BOARD

Good Afternoon Eleanor,

Please see attached Financial Disclosures for Judlau Contracting, Inc. for contract 4446. These are Prime Disclosures and should be reviewed as soon as possible.

Thank you

Diana Correa
Contract Services
Illinois Tollway – PMO
2700 Ogden Ave
Downers Grove, IL 60515
Office 630-241-6800 ext. 4863
dcorrea@getipass.com

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ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4446

CONTRACTOR/CONSULTANT NAME: Judlau Contracting, Inc.

1. **PAYMENT TERMS AND CONDITIONS:**

1.1 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

1.3 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).

1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.

1.5 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4446

LIST OF INDIVIDUAL CONTACTS

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

ITEM	INDIVIDUAL	TELEPHONE NO.	E-MAIL
Schedule of Prices	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Bid Guaranty	Paul Healy	614-457-7719	paul.healy@aon.com
DBE 2026	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
EEO Program	Adam Ingber	718-554-2311	adam.ingber@ohlna.com
VOSB 2026	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Financial Disclosures Forms A or Forms B	Cesar Pereira	718-554-2320	cesar.pereira@ohla.com
IDOT Certificate of Eligibility	Arnav Amin	630-387-6060	arnav.amin@ohlna.com
Non-Collusion Affidavit – Page R-4	Cesar Pereira	718-554-2320	cesar.pereira@ohla.com

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

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

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov).

15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and

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

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

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

21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

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

    22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

    22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

    22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

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

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

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

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

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Judlau Contracting, Inc._____ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection**: State the new additional term or condition.

_____ hereby agrees to the exceptions provided by _____and to the Additional Terms and Conditions provided by _____.

Agreed: Judlau Contracting, Inc.	Agreed:
By: Arnav Amin	By:
Signed: [redacted]	Signed:
Position: Executive Vice President	Position:
Date: May 20, 2019	Date:

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

Date: May 20, 2019 **Project Number:** I-18-4446

Project Name: ISTHA 4446 - I-294 Retaining Wall Construction, Grading, and Shoulder Rehabilitation

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, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than $50,000. All subcontracts over $50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

CONTRACTOR/ CONSULTANT

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: Judlau Contracting, Inc.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: arnav.amin@ohlna.com

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

Sub-Contractor(s)/Consultant(s)	Sub-Contractor /Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
See Attached				

Signature: [redacted] **Date:** May 20, 2019

Printed Name: Arnav Amin

Sub-Contractor(s)	Sub-Contractor FEIN	ADDRESS	General Type of Work	Anticipated Amount to be Paid (to extent known)
AC IRON, LLC	[redacted]	1938 177TH STREET, LANSING, IL 60438	REBAR	85,000.00
CARRERA CONCRETE CONSTRUCTION	[redacted]	1395 LOUIS AVENUE, ELK GROVE VILLAGE, IL 60007	CONCRETE	58,000.00
INDUSTRIAL FENCE, INC.	[redacted]	1300 S. KILBOURN AVENUE, CHICAGO, IL 60623	FENCING	900,000.00
NATURAL CREATIONS LANDSCAPING, INC.	[redacted]	356 BRUCE STREET, JOLIET, IL 60432	LANDSCAPING	190,000.00
LOTUS OPTIONS, INC	[redacted]	2 PAXOS DRIVE, PALOS HILLS, IL 60465	PAINT/SEALING	40,000.00
MAINTENANCE COATINGS CO.	[redacted]	543 WOODBURY STREET, SOUTH ELGIN, IL 60177	PAVEMENT MARKING	45,000.00
D2K TRAFFIC EQUIPMENT & DESIGN, LLC	[redacted]	475 WESTON RIDGE DRIVE, NAPERVILLE, IL 60563	TRAFFIC/PVT MARK	100,000.00
SANCO, INC	[redacted]	200 QUAKER ROAD, ROCKFORD, IL 61104	TEMP BARR WALL	300,000.00
R.A. SEATON CONTRACTOR SERVICES LLC	[redacted]	1416 MCKINLEY AVENUE, BELVIDERE, IL 61008	TRUCKING	250,000.00
E KING CONSTRUCTION	[redacted]	3865 W COLUMBUS AVE, CHICAGO, IL 60653	TRUCKING	55,000.00
CHICAGOLAND TRUCKIN', INC.	[redacted]	5494 ROOSEVELT ROAD, CHICAGO, IL 60644	TRUCKING	45,000.00
TRUCK KING HAULING CONTRACTORS	[redacted]	4600 W. 48TH STREET, CHICAGO, IL 60632	TRUCKING	50,000.00
GREAT LAKES METALS CORPORATION	[redacted]	8920 S. OCTAVIA AVENUE, BRIDGEVIEW, IL 60455	STEEL SUPPLIER	145,000.00
ALF CARTAGE, INC.	[redacted]	2621 WILLOW STREET, FRANKLIN PARK, IL 60131	SEWER MATL SUPPLY	47,000.00
JOHN KENO AND COMPANY	[redacted]	8608 WEST CATALPA AVE, SUITE 808, CHICAGO, IL 60656	EARTH EX	250,000.00
H II Construction Comp.				
MM Hauling, Inc.				

Walls Trucking, INC

FIVE STAR HAULING

Traffic Control & Protection

K-FIVE Construction Corp.

Date: 5/30/2019

To: Contact Name: Shamik Amin

Contractor Company Name: Judlau Contracting, Inc.

From Deanna Dinkel

DBE Project Specialist

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

Subject: **DBE Plan Review** **Date Original Plan Submitted:** 5/30/2019 **Revision #** 0

Contract # I-18-4446 **Established DBE Goal:** 22.00 %

Contract Description: Retaining Wall Construction, Grading and Shoulder Rehabilitation - Tri-State Tollway (I-294) - Mile Post 31.5 to Mile Post 34.9

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

Notes:

DBE Plan as Submitted by apparent low bidder:

Core Bid Amount **$11,477,295.13**

D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
AC Iron, LLC	SB	D/MBE	Rebar	$85,730.80	$85,730.80	0.74 %	IDOT	M	Hispanic
ALF Cartage, Inc.	Supplier	DBE	Sewer material supply	$78,992.65	$47,395.59	0.41 %	IDOT	F	Caucasian
Carrera Concrete Construction, Inc.	SB	D/MBE	Gutter	$58,254.00	$58,254.00	0.50 %	City of Chicago	M	Hispanic
Chicagoland Truckin Incorporated	Trucker	D/MBE	Trucking	$57,566.00	$57,566.00	0.50 %	IDOT	M	Hispanic
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	Pavement marking & MOT	$108,381.60	$108,381.60	0.94 %	IDOT	M	Native American
E King Construction Co., Inc.	Trucker	WBE	Trucking	$68,750.00	$68,750.00	0.59 %	City of Chicago	F	African American
Five Star Hauling ✓	Trucker	W/MBE	Trucking	$54,000.00	$54,000.00	0.47 %	City of Chicago	F	Hispanic
Great Lakes Metals Corporation	Supplier	D/WBE	Pile supply	$237,709.00	$142,625.40	1.24 %	City of Chicago	F	Caucasian
H II Construction Company ✓	Trucker	D/MBE	Trucking	$10,000.00	$10,000.00	0.08 %	IDOT	M	African American
Industrial Fence, Inc.	SB	D/MBE	Fence & Guardrail	$912,561.66	$912,561.66	7.95 %	City of Chicago	M	Hispanic
Lotus Options, Inc.	SB	DBE	Painting & sealing	$41,565.25	$41,565.25	0.36 %	IDOT	M	Hispanic
Maintenance Coatings Co.	SB	D/WBE	Pavement marking	$44,388.25	$44,388.25	0.38 %	City of Chicago	F	Caucasian
MM Hauling, Inc. ✓	Trucker	DBE	Trucking	$10,000.00	$10,000.00	0.08 %	IDOT	M	Hispanic
Natural Creations Landscaping, Inc.	SB	D/MBE	Landscaping	$168,561.90	$168,561.90	1.46 %	City of Chicago	M	Hispanic
R A Seaton Contractor Services, LLC	Trucker	DBE	Trucking	$265,020.00	$265,020.00	2.30 %	IDOT	F	Caucasian
Sanco Traffic Control	SB	DBE	MOT	$329,090.50	$329,090.50	2.86 %	IDOT	M	Hispanic
Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	$10,000.00	$10,000.00	0.08 %	City of Chicago	M	Hispanic

Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	$65,105.00	$65,105.00	0.56 %	City of Chicago	M	Hispanic
Walls Trucking Inc. ✓	Trucker	D/MBE	Trucking	$54,000.00	$54,000.00	0.47 %	IDOT	M	Hispanic
Total # of subcontracts: 19			**TOTAL**	**$2,659,676.61**	**$2,532,995.95**	**22.06 %**			
Total # of subcontractors: 18			**Total %**	**23.17 %**	**22.06 %**				

Illinois State Toll Highway Authority "ISTHA"

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

CONTRACT #	I-18-4446

DBE FIRM NAME:	Maintenance Coatings Co.
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO: Traffic Control and Protection ✓

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	See attached quote					$44,388.25
	TOTALS FOR THIS DBE FIRM:					$44,388.25

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR
Signature for Prime Contractor — Title

Date: 06/03/2019
Contact: SHAMIK AMIN SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Firm Name: [redacted] A JULAU CONTRACTING, INC.
Address: 1011 WARRENVILLE RD, STE 195, LISLE IL 60532

[redacted] President
Signature for DBE Contractor — Title

Date: 05/29/2019
Contact: Julie Wrightsman
Phone: (847)622-0020 (office) (312)287-6229 (mobile)
Firm Name: Maintenance Coatings Co.
Address: 543 Woodbury Street, South Elgin, IL 60177

ISTHA_DBE Form 2025_FILLABLE_09232019

CONTRACT # I-18-4446

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-18-4446

DBE FIRM NAME:	HII CONSTRUCTION COMPANY
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY:

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

SUBCONTRACTOR:	TIER 1 (SUB TO PRIME): Y (N)	TIER 2 OR BELOW: (Y) N	UNDER CONTRACT TO: K-Five Construction Corp. ✓

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

PAY ITEM NO.*	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT(S)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT($): (reduce to 60% of contract amount if this is a supplier)
	Hauling					
	SEE ATTACHED					
	TOTALS FOR THIS DBE FIRM:					$10,000.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] ESTIMATOR 06/03/2019
Signature for Prime Contractor — Title — Date

Contact: SHAMIK AMIN
Firm Name: JUDLAU CONTRACTING, INC.
E-mail: SHAMIK.AMIN@OHLNA.COM
Phone: 630-387-6040
Address: 1011 WARRENVILLE RD, STE 195, LISLE, IL 60532

[redacted] PRES 5/31/19
Signature for DBE Contractor — Title — Date

Contact: J.R. HARMON
Firm Name: H II CONSTRUCTION COMPANY
E-mail: JR@H2-CC.COM
Phone: 773 261 6280
Address: 1800 DESPLAINES, FOREST PK IL 60130

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

File Number	69030335		
Entity Name	JUDLAU CONTRACTING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	07/17/2013	State	NEW YORK
Agent Name	COGENCY GLOBAL INC.	Agent Change Date	07/12/2017
Agent Street Address	600 SOUTH SECOND ST, SUITE 404	President Name & Address	ASHOK PATEL 26-15 ULMER COLLEGE POINT NY 11354
Agent City	SPRINGFIELD	Secretary Name & Address	CESAR F PEREIRA 26-15 ULMER ST COLLEGE POINT 11354
Agent Zip	62704	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2019
Assumed Name	ACTIVE - OHL NORTH AMERICA		

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OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:29 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:30 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:30 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:31 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted]LEASE 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:31 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Mancillas, Pam

From: Rivers, Charissa
Sent: Friday, June 21, 2019 6:39 AM
To: Mancillas, Pam
Cc: Flaska, Robert; Wicks, Michael
Subject: FW: FEIN[redacted]
Attachments: FW: Delinquent Debt

Pam, Please see the below email and attachment. This debt has been cleared

Chrissy Rivers
Illinois Tollway – PMO
2700 Ogden Avenue
Downers Grove, IL 60515
(630) 241-6800 x4962
crivers@getipass.com

From: Gomez, Graciela
Sent: Wednesday, June 19, 2019 9:46 AM
To: Rivers, Charissa <crivers@getipass.com>
Subject: FEIN 46-2436327 - D2K

```
OCIS  CICIOCP1                OFFSET CONTRACT INQUIRY              09:44 06/19/19

ACTION: S

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

DISCLAIMER:
AS OF 06/19/19 AT 09:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN
ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted]PLEASE BE ADVISED THAT OUR
SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/
10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE
DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Mancillas, Pam

From: Faraj, Mohamad
Sent: Friday, June 14, 2019 2:57 PM
To: Fratto, Frank
Subject: FW: Delinquent Debt

Frank,
Please see E-mail response from the Dept. of Revenue below.

Thanks
Mo.

From: Gomez, Graciela
Sent: Friday, June 14, 2019 2:29 PM
To: Faraj, Mohamad <mfaraj@getipass.com>
Subject: FW: Delinquent Debt

FYI

From: Sleight, Michael <Michael.Sleight@Illinois.gov>
Sent: Friday, June 14, 2019 2:15 PM
To: Gomez, Graciela <ggomez@getipass.com>
Subject: RE: Delinquent Debt

Grace,

The issue is clear with the Department of Revenue.

Thanks

Michael

From: Gomez, Graciela <ggomez@getipass.com>
Sent: Friday, June 14, 2019 2:10 PM
To: Sleight, Michael <Michael.Sleight@Illinois.gov>
Subject: [External] RE: Delinquent Debt
Importance: High

The following sub-Contractor have delinquent debt with the Dept. of Revenue.

D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC) - FEIN [redacted]

Please confirm if the delinquent has been resolved or if the firm is still delinquent.

Thank you,
Grace Gomez
630-241-6800 ext. 4836

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 06/10/19

ACTION: S

VENDOR NUMBER= [redacted] OFFSET: 01 OF 01
VENDOR NAME: D2K TRAFFIC EQUIPMENT & DESIGN
CLAIMING AGENCY NUMBER: 492
CLAIMING AGENCY NAME: DEPT OF REVENUE *
CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DD Resolved
* See Email

DISCLAIMER:
AS OF 06/10/19 AT 09:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted] AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:33 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:35 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:37 06/10/19

ACTION: S

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

DISCLAIMER:
AS OF 06/10/19 AT 09:39 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:36 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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OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:37 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:37 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:37 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

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:42 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:41 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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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 10:29 06/06/19

ACTION: S

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

DISCLAIMER:
AS OF 06/06/19 AT 10:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[redacted]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract # I-18-4446 Today's Date May 20, 2019

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.

_X_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

Amav Amin
Name/Title of Authorized Representative

[redacted]
Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

STATE OF ILLINOIS
FORMS A

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Judlau Contracting, Inc.	Phone: 718-554-2320
Street Address: 26-15 Ulmer Street	Email: cesar.pereira@ohlna.com
City, State Zip: College Point, NY 11354	Vendor Contact: Cesar Pereira

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

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

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

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

1.1. Name of Business (official name and DBA)

Judlau Contracting, Inc.

1.2. Business Headquarters (address, phone and fax)

26-15 Ulmer Street College Point, NY 11354

718-554-2320

718-661-3761

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

OHL USA, Inc.

1.4. Billing Address

26-15 Ulmer Street College Point, NY 11354

Click here to enter text.

1.5. Name of Chief Executive Officer

Ashok R. Patel

1.6. Company Web Site Address

www.judlau.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

38 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

$ 577,992,576

1.10. Show number of full-time employees, on average, during the most recent fiscal year

233 – Judlau Contracting, Inc. (excluding Union/Field type employees)

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

1.11.2. Female (30 ILCS 575/2(A)(2) & (4)) ☐ Yes

1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

1.11.4. Disadvantaged (49 CFR 26) ☐ Yes

1.11.5. Veteran (30 ILCS 500/45-57) ☐ Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Judlau Contracting, Inc.

☐ (check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 136582-00 Expiration Date: 2/10/2019.

2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..

2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).

2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

2.6. Offeror may obtain an application form by:

2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

2.6.2. Internet: You may download the form from the Department of Human Rights' website at (http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx).

2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

Abby Reich

From: Adam Ingber
Sent: Thursday, December 6, 2018 12:35 PM
To: Abby Reich
Subject: FW: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

For your records.

From: IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>
Sent: Thursday, December 6, 2018 11:49 AM
To: Adam Ingber <adam.ingber@ohlna.com>
Subject: [EXTERNAL] Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

ILLINOIS DEPARTMENT OF
Human Rights

Bruce Rauner, Governor
Janice Glenn, Director

IDHR #: 136582-00
Date Eligible: 12/05/2018
Expires on: 12/05/2023

ADAM INGBER
JUDLAU CONTRACTING, INC.
26-15 ULMER STREET
COLLEGE POINT, NY 11354

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration

invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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

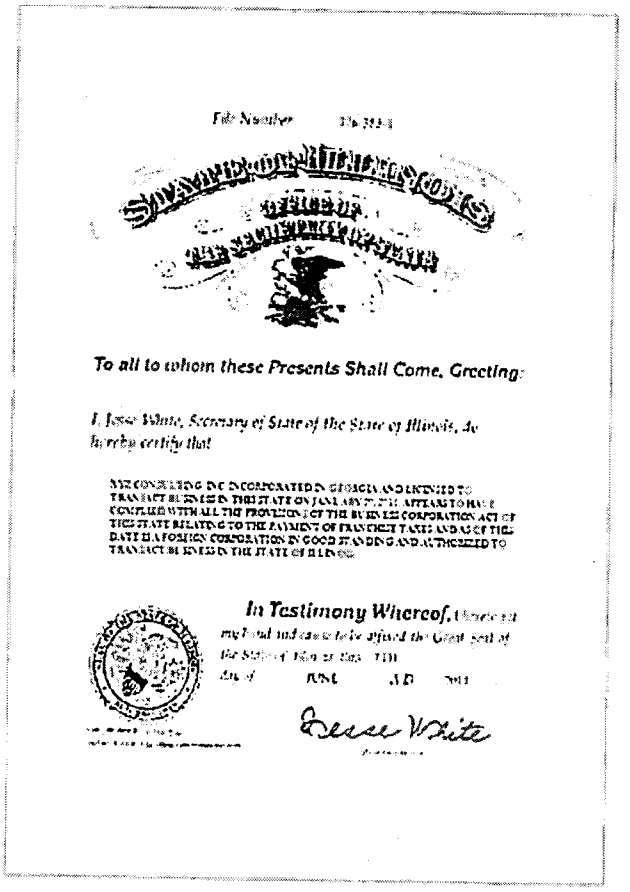
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.

   Certification #4.32 requires Vendor to check one of two boxes representing its status. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

   For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

[illegible]

In Testimony Whereof, [illegible]

Jesse White

File Number 6903-033-5

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

JUDLAU CONTRACTING, INC., INCORPORATED IN NEW YORK AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JULY 17, 2013, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 19TH *day of* OCTOBER *A.D.* 2018 .

Authentication #: 1829202332 verifiable until 10/19/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

4.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

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

4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

4.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.

4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

4.20. Drug Free Workplace

4.20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

4.20.2. If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.

4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

4.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

A. ☐ Vendor certifies it is an individual acting as a sole proprietorand is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

4.33. Vendor certifies that, for the duration of this contract it will:

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 26817

Judlau Contracting, Inc.

26-15 Ulmer Street

College Point NY 11354

Information for this business last updated on:

Tuesday, May 28, 2019

Certificate produced on Tuesday, May 28, 2019 at 8:45 AM

Registered Business

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or whose aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS IS THE CERTIFICATE OF REGISTRATION

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 138

ABC Corporation

123 Main Street

Springfield, IL USA 62707

Information for this business last updated on

Wednesday, October 11, 2013

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

   - more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

   - the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☒ Vendor

☐ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	I-294 Retaining Wall Construction, Grading, and Shoulder Rehabilitation
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	I-18-4446
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
Disclosing Entity	Judlau Contracting, Inc.
Disclosing Entity's Parent Entity	OHL USA, Inc.
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☒ If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
			Click here to enter text
OHL USA, Inc.	26-15 Ulmer St., College Point, NY 11354	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
OHL USA, Inc.	26-15 Ulmer St., College Point, NY 11354	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Judlau Contracting, Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☒ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual See Attached.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Road & Bridge Recon. Elgin O'Hare Western Access Tollway Elgin Expressway (IL RTE 390) @ I-290 Interchange Mile Post 12.0 to Milepost 12.9	Awarded Project	$63,973,528.97	Contract # I-13-4607 Bulletin# 22033507
IDOT	Will County Section 536-R-1	Awarded Project	$57,095,577	Contract 60L71
IDOT	Cook County Section 2010-081-R	Awarded Project	$47,244,971.22	Contract 60L72
Illinois Tollway	Inside Roadway and Bridge Reconstruction, Jane Addams Memorial Tollway (I-90) from MP 73.3 (Oakton Street) to MP 76.5 (Mannheim Road) WB and from MP 73.3 (Oakton Street) to MP 76.5 (Mannheim Road) EB	Awarded Project	$58,504,152.93	Contract # I-15-4237 Bulletin # 22036788
Illinois Tollway	SB Roadway Widening Veterens Memorial Tollway (I-355)	Awarded Project	$6,695,100.86	Contract # I-13-5663 Bulletin # 22037664
MWRD	Streambank Stabilization on Oak Lawn Creek, Calumet-Sag Channel Watershed, Oak Lawn, Illinois	Awarded Project	$3,035,000.00	Contract # 10-237-3F
City of Chicago	Central Deicing Facility-Mass Grading	Awarded Project	$45,774,781.28	Contract # 56322 Specification# 287910
METRA	Up North Line 11 Bridges Addison to Balmoral	Awarded Project	$17,235,000.00	Contract # R39226
IDOT	IDOT 19 WM Relocation and Retaining Wall 90-94 by UIC	Awarded Project	$19,378,919.74	Contract # 62A74
IDOT	IDOT Item 104 – Fox River Pedestrian Bridge Aurora, IL	Awarded Project	$14,271,674.33	Contract #61E18
Illinois Tollway	RR-17-4687 I-490 Advanced Earthwork and Retaining Walls Ramp G5 Pavement Repairs	Awarded Project	$7,061,001.39	Contract RR-17-4687
IDOT	IDOT Item 117 – I-55 at Weber Road Interchange Reconstruction	Awarded Project	$47,970,125.23	Contract 60X10
Illinois Tollway	I-18-4391 Roadway Rehabilitation and Widening Tri State Tollway (I-294) Mile Post 19.1 to Mile Post 19.7	Awarded Project	$12,206,238.24	Contract I-18-4391
Illinois Tollway	I-17-4683 IL390 Roadway and Bridge Construction IL 83 to York Road	Awarded Project	$38,317,884.22	Contract I-17-4683
IDOT	IDOT Item 3 Jane Byrne Interchange Bridge Reconstruction	Awarded Project	$ 37,587,819.09	Contract 60X79

Please explain the procurement relationship: Vendor

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 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: [redacted] Date: 4/25/19

Printed Name: Cesar Pereira

Title: General Counsel, Vice President and Secretary

Phone Number: 718-554-2320

Email Address: cesar.pereira@ohlna.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eleanor Curcuro
State Purchasing Officer

DATE: June 4, 2019

FROM: Paul D. Kovacs, P.E. PK
Chief Engineering Officer

SUBJECT: Contract No. I-18-4446
Judlau Contracting, Inc.
Affirmative Response on Forms A Disclosures – Step 7, Question 4

In the Forms A disclosures submitted for Judlau Contracting, Inc., the following question was answered Yes: Within the previous ten years, have you had any adverse civil judgments and administrative findings? An explanation was included in Judlau's disclosures.

By copy of this memo, Engineering confirms our review of the information disclosed and that the Tollway has no issue with this information and recommends proceeding with the contract.

PDK:dc

STEP 7, NUMBER 4:

In April 2012, Judlau Contracting, Inc. and its joint venture partner Dragados USA, Inc. executed a settlement of a civil false claims complaint filed by the US Attorney's Office for the Southern District of New York. The allegations in the complaint arose from a compliance audit performed by the joint venture that uncovered certain issues with DBE credits that the joint venture had taken on a project for the Metropolitan Transportation Authority. The joint venture self-reported the issues uncovered by the audit to the MTA. A copy of the Stipulation and Order of Dismissal is enclosed.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

UNITED STATES OF AMERICA,

Plaintiff,

v.

DRAGADOS/JUDLAU, A JOINT VENTURE, JUDLAU CONTRACTING, INC., and DRAGADOS USA, INC,

Defendants.

----------X

12 Civ. 2563 (LTS)

STIPULATION AND ORDER OF DISMISSAL

WHEREAS, the United States of America ("United States") commenced this action by filing a complaint in this Court (the "Complaint") against Judlau Contracting, Inc. ("Judlau"), Dragados USA, Inc. ("Dragados"), and Dragados/Judlau, a Joint Venture (the "Joint Venture") (collectively, "Defendants"), under the False Claims Act and common law arising from Defendants' violation of United States Department of Transportation's ("DOT") regulations designed to require the participation of disadvantaged business enterprises ("DBEs") in DOT funded and/or subsidized contracts (the "DBE regulations");

WHEREAS, the DBE regulations are intended to provide opportunities for businesses owned by socially and economically disadvantaged individuals, such as minorities and/or women, possessing the required skills, to perform work on construction projects funded, at least in part, by the federal government;

WHEREAS, the United States contends that it has certain civil claims against the Defendants under the False Claims Act, codified at 31 U.S.C. §§ 3729-3733, and the common law, as specified below, for engaging in the following conduct (collectively the "Covered Conduct"): Defendants engaged in fraudulent conduct designed to avoid their obligation to use DBEs to

perform work on the federally-funded project of constructing a tunnel connecting the Long Island Railroad to Grand Central Station (the "East Side Access Project") through deceit and subterfuge by pretending to subcontract work to DBEs, while in fact arranging for the work to be performed by non-DBE subcontractors. The complaint further alleges that Defendants falsely certified that the requisite amount of work was being performed by DBE entities when they knew it was not, and knowingly, or with reckless disregard of the truth, presented and/or caused to be presented false or fraudulent claims for payment to the Metropolitan Transportation Authority ("MTA"), a recipient of federal funds;

WHEREAS, the United States seeks damages and civil penalties against Defendants under the False Claims Act, 31 U.S.C. §§ 3729-33, and common law;

WHEREAS, Defendants reported issues regarding compliance with the DBE Regulations to the MTA in 2009,

WHEREAS, the parties desire to reach a full and final settlement and compromise of the claims that the United States asserts against Defendants by entering into this stipulation of settlement (the "Stipulation");

NOW, THEREFORE, it is hereby ORDERED as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331.

2. Defendants shall pay $6,500,000 to the United States (the "United States Settlement Amount") by electronic funds transfer, pursuant to written instructions to be provided by the United States Attorney's Office, Southern District of New York, within fifteen (15) days of the entry of this Stipulation by the court.

3. Defendants shall pay $1,000,000 to the MTA's Office of the Inspector General ("MTA OIG") (the "Investigative Costs Amount") by electronic funds transfer, pursuant to written instructions to be provided by MTA OIG, to cover the investigative costs incurred in this matter

within fifteen (15) days of the entry of this Stipulation by the court.

4. The Joint Venture admits, acknowledges, and accepts responsibility for the fact that, between 2006 and 2008, monthly requisition forms and progress reports were submitted to the MTA by representatives of the Joint Venture acting on its behalf that represented that certain DBEs were performing certain work and being paid a certain amount under the East Side Access Contract when, in fact, payment was made to certain DBEs for participation as DBEs in instances and under circumstances where these firms did not qualify for consideration as DBEs for which the Joint Venture could claim credit, in violation of the Contract and the DBE Regulations.

5. Subject to the exceptions in paragraphs 7, in consideration of the obligations of the Defendants set forth in this Stipulation, upon payment in full of the Settlement Amount, and subject to Paragraph 14 below (concerning bankruptcy proceedings commenced within 91 days of the Effective date of this Stipulation) the United States agrees to release the Defendants and all of their current and former employees, related entities, representatives, officers and directors, from any civil monetary claim arising from the Covered Conduct that the United States has or may have against the Defendants under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; and the common law theories of payment by mistake, unjust enrichment, and fraud.

6. Subject to the exceptions in paragraph 7, in consideration of the obligations of the Defendants set forth in this Stipulation, upon payment in full of the Investigative Costs Amount, and subject to Paragraph 14 below (concerning bankruptcy proceedings commenced within 91 days of the Effective date of this Stipulation), MTA OIG agrees to release the Defendants and all of their current and former employees, related entities, representatives, officers and directors, from the obligation to reimburse MTA OIG for investigative costs stemming from the Covered Conduct.

7. Notwithstanding any term of this Stipulation and Order, including the releases

provided in paragraphs 5 and 6, any and all of the following are specifically reserved and excluded from the scope and terms of this Stipulation and Order:

a. Any civil, criminal or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any civil, criminal or administrative liability arising under New York State Tax Law;

c. Any criminal liability;

d. Any administrative liability;

e. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

f. Any liability based upon such obligations as are created by this Stipulation; and

g. Any liability to the United States of any person or entity, including but not limited to any joint tortfeasor, who or that is not released by the terms of this Stipulation.

8. The Defendants shall be in default of this Stipulation if they fail to make the payments set forth in paragraphs 2 and 3. The United States will provide written notice of the default, to be sent by first-class mail to the undersigned attorneys for each of the Defendants. In the event of default, the Settlement Amount and the Investigative Costs Amount shall be immediately due and payable, and interest shall accrue at the rate of 5% per annum compounded daily on the remaining unpaid principal balance, beginning seven (7) business days after delivery of the notice of default. If the Settlement Amount and Investigative Costs Amount, with all accrued interest, are not paid in full within seven (7) business days after delivery of the notice of default, the United States may, at its option: (a) seek specific performance of the Stipulation; (b) offset the remaining

unpaid balance of the Settlement Amount from any amounts due and owing the Defendants by any department, agency or agent of the United States at the time of default; (c) reinstate this lawsuit; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The Defendants shall not contest any offset imposed or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any State or Federal court. In addition, the Defendants shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorney's fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, the Defendants shall not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims which relate to the Covered Conduct, except to the extent those defenses were available on date of the filing of the complaint in this action.

9. The Defendants waive and will not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the United States Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the United States Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of the Stipulation constitutes an agreement by the United States or MTA OIG concerning the characterization of the Settlement Amount or the Investigative Costs Amount for purposes of the Internal Revenue Code, Title 26 of the United States Code or New York State Tax Law.

10. The Defendants agree that this Stipulation is not punitive in purpose or effect.

11. The Defendants fully and finally release the United States, its agencies, departments, employees, servants, and agents from any claims (including attorneys' fees, costs,

and expenses of every kind and however denominated) which the Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, departments, employees, servants, and agents related to the Covered Conduct, and the United States' investigation and prosecution thereof, and this Stipulation.

12. This Stipulation is intended to be for the benefit of the parties only. The parties do not release any claims against any other person or entity, except as provided in this Stipulation. Until the Settlement Amount and Investigative Costs Amount are fully satisfied, the Defendants shall maintain custody of, or make arrangements to have maintained, all documents and records of the Defendants related to the Covered Conduct.

13. The Defendants expressly warrant that they have reviewed their financial situation and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and will not become insolvent following their payments of the U.S. Settlement Amount and the Investigative Costs Amount to the United States and the MTA OIG respectively hereunder. Further, the parties expressly warrant that, in evaluating whether to execute this Stipulation, such parties (i) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (ii) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, the parties warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonable equivalent exchange of value which is not intended to hinder, delay or defraud any entity to which the Defendants were or became indebted to on or after the date of these transfers, all within the meaning of 11 U.S.C. § 548(a)(1).

14. If, within 91 days of the effective date of this Stipulation or within 91 days of any

payment under this Stipulation, the Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors: (i) seeking to have any order for relief of the Defendants' debts; (ii) seeking to adjudicate any of the Defendants as bankrupt or insolvent; or (iii) seeking appointment of a receiver, trustee, custodian or other similar official for either of the Defendants or for all or any substantial part of their assets, then:

a. Defendants' obligations under this Stipulation shall not be avoided pursuant to 11 U.S.C. § 547, and the Defendants shall not argue or otherwise take the position in any such case, proceeding or other action that: (i) the Defendants' obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) the Defendants were insolvent at the time this Stipulation was entered into, or became insolvent as a result of the payments made to the United States and/or MTA OIG hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to the Defendants.

b. In the event that the Defendants' obligations hereunder are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States and/or MTA OIG, at their sole option, may rescind its agreement to this Stipulation, and bring any civil and/or administrative claim, action or proceeding against the Defendants for the claims that would otherwise be covered by the releases provided in paragraphs 5 and 6, above. The Defendants: (i) shall not contend that any such claims, actions or proceedings brought by the United States are subject to an automatic stay pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the

first clause of this paragraph; (ii) the Defendants shall not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceedings which are brought by the United States or the State within thirty (30) calendar days of written notification to the Defendants that the releases herein have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the date the complaint was filed in this action; (iii) the Defendants shall not contest the validity of a claim filed by the United States against the Defendants in the amount of $6,500,000 and the United States may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding; and (iv) the Defendants shall not contest the validity of a claim filed by the MTA OIG against the Defendants in the amount of $1,000,000 million and MTA OIG may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding.

c. The Defendants' agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation.

15. Except as expressly provided to the contrary in this Stipulation, the United States, MTA OIG and Defendants shall each bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.

16. This Stipulation is governed by the laws of New York State without regard to choice of law or conflict of laws principles. The parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the parties under this Stipulation as it relates to this action, will be the United States District Court for the Southern District of New York. The

parties waive any objection that any of them may now have or hereafter may have to this venue, whether concerning this Stipulation or for any related suit, action or proceeding, and irrevocably consent to the jurisdiction of this Court and agree to accept and acknowledge service in any such suit, action or proceeding.

17. For purposes of construction, this Stipulation shall be deemed to have been drafted by all parties to this Stipulation and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

18. Any failure by the United States or the MTA OIG to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the United States and the MTA OIG, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation.

19. If any part of this Stipulation shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Stipulation, which shall survive and be construed as if such invalid unenforceable part had not been contained herein.

20. This Stipulation constitutes the complete agreement between the parties. This Stipulation may not be amended, changed, modified or waived except in writing signed by all parties or their authorized representatives.

21. The individuals signing the Stipulation on behalf of the Defendants represent and warrant that they are authorized, respectively, by the Defendants to execute this Stipulation. The undersigned signatories for the United States and the MTA OIG represent that they are signing this Stipulation in their official capacities and that they are authorized to execute this Stipulation.

22. This Stipulation may be executed in counterparts, each of which constitutes an

original and all of which constitute one and the same agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

23. This Stipulation is binding on the Defendants' successors, transferees, heirs, and assigns.

24. None of the Defendants waives any right to pursue any potential legal remedies against each other that may exist as a result of the conduct alleged in this complaint.

25. The Complaint is hereby dismissed, without prejudice to reinstatement in accordance with Paragraph 8 of this Stipulation.

26. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

IF TO THE UNITED STATES:
Lara K. Eshkenazi
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, 3rd Floor
New York, New York 10007
Facsimile: (212) 637-2730

IF TO THE MTA OIG:
Office of the Inspector General
Metropolitan Transportation Authority
Two Penn Plaza, 5th Floor
New York, New York 10121
Facsimile: (212) 878-0105

IF TO DEFENDANTS DRAGADOS AND THE JOINT VENTURE:
Thomas J. Curran
Peckar & Abramson, P.C.
41 Madison Avenue, 20th Floor
New York, NY 10010
Facsimile: (212) 382-3456

IF TO DEFENDANTS JUDLAU:
Mark Rosen
McElroy, Deutsch, Mulvaney &Carpenter, LLP
88 Pine Street, 24th Floor
New York, NY 10005
Facsimile: (212) 483-9129

The Defendants represent that this Stipulation and Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

Dated: New York, New York
April 3, 2012

BARRY KLUGER
Inspector General
Metropolitan Transit Authority

By: [redacted]

C. CLIFFORD BROCK
Chief, Construction Fraud Unit
Office of the Inspector General
MTA
Two Penn Plaza, 5th Floor
New York, NY 10121
Telephone: (212) 878-0099
Facsimile: (212) 878-0105
Email: cbrock@mtaig.org

Dated: New York, New York
April 4, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York

By: [redacted]

LARA K. ESHKENAZI
MARA E. TRAGER
ELLEN M. LONDON
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2758/2799/2737
Facsimile: (212) 637-2730
Email: lara.eshkenazi@usdoj.gov
mara.trager@usdoj.gov
ellen.london@usdoj.gov

Dated: New York, NY
April __, 2012

PECKAR & ABRAMSON
Attorneys for Defendant
Dragados USA, Inc. and
Dragados/Judlau, a Joint Venture

By: _____

THOMAS J. CURRAN
Peckar & Abramson, P.C.
41 Madison Avenue, 20th Fl.
New York, NY 10010
Telephone: (212) 382-0909
Facsimile: (212) 382-3456
Email: tcurran@peckiaw.com

Dated: New York, NY
April __, 2012

McELROY, DEUTSCH, MULVANEY
& CARPENTER
Attorneys for Defendant
Judlau Contracting, Inc.

By: _____

MARK A. ROSEN
McElroy, Deutsch, Mulvaney & Carpenter
88 Pine Street, 24th Fl.
New York, NY 10010
Telephone: (212) 483-9490
Facsimile: (212) 483-9129
Email: mrosen@mdmc-law.com

SO ORDERED:

_____
UNITED STATES DISTRICT COURT JUDGE

The Defendants represent that this Stipulation and Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

Dated: New York, New York
April __, 2012

BARRY KLUGER
Inspector General
Metropolitan Transit Authority

By: _____
C. CLIFFORD BROCK
Chief, Construction Fraud Unit
Office of the Inspector General
MTA
Two Penn Plaza, 5th Floor
New York, NY 10121
Telephone: (212) 878-0099
Facsimile: (212) 878-0105
Email: cbrock@mtaig.org

Dated: New York, New York
April __, 2012

PREET BHARARA
United States Attorney for the
Southern District of New York

By: _____
LARA K. ESHKENAZI
MARA B. TRAGER
ELLEN M. LONDON
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Telephone: (212) 637-2758/2799/2737
Facsimile: (212) 637-2730
Email: lara.eshkenazi@usdoj.gov
mara.trager@usdoj.gov
ellen.london@usdoj.gov

Dated: New York, NY
April 4, 2012

PECKAR & ABRAMSON
Attorneys for Defendant
Dragados USA, Inc. and
Dragados/Judlau, a Joint Venture

By: [redacted]
THOMAS J. CURRAN
Peckar & Abramson, P.C.
41 Madison Avenue, 20th Fl.
New York, NY 10010
Telephone: (212) 382-0909
Facsimile: (212) 382-3456
Email: tcurran@peckiaw.com

Dated: New York, NY
April 2, 2012

McELROY, DEUTSCH, MULVANEY
& CARPENTER
Attorneys for Defendant
Judlau Contracting, Inc.

By: [redacted]
MARK A. ROSEN
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88 Pine Street, 24th Fl.
New York, NY 10010
Telephone: (212) 483-9490
Facsimile: (212) 483-9129
Email: mrosen@mdmc-law.com

SO ORDERED:

_____
UNITED STATES DISTRICT COURT JUDGE

Judlau Contracting, Inc.'s ECB Violations since 2010

Entity	Violations Number	Violation Date	Amount	Status
Judlau Contracting, Inc.	00261205R	5/29/2010	$484	Paid
Judlau Contracting, Inc.	00193013K	7/21/2010	$1,500	Paid
Judlau Contracting, Inc.	00264157J	7/21/2010	$1,400	Paid
Judlau Contracting, Inc.	177219287	10/13/2010	$1,200	Paid
Judlau Contracting, Inc.	177447014	11/10/2010	$750	Paid
Judlau Contracting, Inc.	177428231	12/20/2010	$1,200	Paid
Judlau Contracting, Inc.	177032177	1/27/2011	$1,200	Paid
Judlau Contracting, Inc.	177032186	1/27/2011	$1,200	Paid
Judlau Contracting, Inc.	177062610	1/27/2011	$750	Paid
Judlau Contracting, Inc.	177426509	1/31/2011	$800	Paid
Judlau Contracting, Inc.	178873961	3/7/2011	$1,800	Paid
Judlau Contracting, Inc.	179069029	3/7/2011	$250	Paid
Judlau Contracting, Inc.	178882074	3/14/2011	$1,200	Paid
Judlau Contracting, Inc.	179058597	4/11/2011	$150	Paid
Judlau Contracting, Inc.	179349226	5/9/2011	$1,200	Paid
Judlau Contracting, Inc.	179367055	5/9/2011	$1,200	Paid
Judlau Contracting, Inc.	179058642	5/16/2011	$1,200	Won
Judlau Contracting, Inc.	179290183	5/18/2011	$1,200	Paid
Judlau Contracting, Inc.	179292347	5/18/2011	$150	Paid
Judlau Contracting, Inc.	179292356	5/18/2011	$250	Paid
Judlau Contracting, Inc.	179290192	5/24/2011	$250	Paid
Judlau Contracting, Inc.	179086014	6/6/2011	$1,200	Paid
Judlau Contracting, Inc.	179328802	9/6/2011	$1,200	Paid
Judlau Contracting, Inc.	179329160	9/6/2011	$250	Paid
Judlau Contracting, Inc.	179335283	9/6/2011	$1,200	Paid
Judlau Contracting, Inc.	179780150	9/21/2011	$1,800	Paid
Judlau Contracting, Inc.	179780160	9/21/2011	$50	Paid
Judlau Contracting, Inc.	179800529	9/21/2011	$1,500	Paid
Judlau Contracting, Inc.	179802774	9/21/2011	$1,200	Paid
Judlau Contracting, Inc.	179802783	9/21/2011	$250	Paid
Judlau Contracting, Inc.	179802792	9/21/2011	$250	Paid
Judlau Contracting, Inc.	179802801	9/21/2011	$400	Paid
Judlau Contracting, Inc.	168240261	9/26/2011	$1,800	Paid
Judlau Contracting, Inc.	170233214	1/17/2012	$0	Won
Judlau Contracting, Inc.	180116375	3/12/2012	$1,200	Paid
Judlau Contracting, Inc.	180470400	6/4/2012	$250	Paid
Judlau Contracting, Inc.	00400651Y	10/2/2012	$700	Paid
Judlau Contracting, Inc.	180844566	3/25/2013	$1,200	Won
Judlau Contracting, Inc.	181854063	4/29/2013	$1,200	Paid
Judlau Contracting, Inc.	182029724	6/24/2013	$1,200	Won
Judlau Contracting, Inc.	171039734	8/15/2013	$100	Paid
Judlau Contracting, Inc.	182126973	8/20/2013	$1,500	Paid
Judlau Contracting, Inc.	182580402	10/7/2013	$750	Paid
Judlau Contracting, Inc.	182249760	10/21/2013	$1,200	Paid
Judlau Contracting, Inc.	182249770	10/21/2013	$250	Paid
Judlau Contracting, Inc.	168717340	10/22/2013	$1,200	Paid

Judlau Contracting, Inc.	180423798	11/15/2013	$500 Paid
Judlau Contracting, Inc.	182580411	12/16/2013	$1,200 Paid
Judlau Contracting, Inc.	168717809	1/13/2014	$1,200 Paid
Judlau Contracting, Inc.	182119549	1/21/2014	$1,200 Paid
Judlau Contracting, Inc.	182643102	3/3/2014	$750 Won
Judlau Contracting, Inc.	182643111	3/10/2014	$1,200 Paid
Judlau Contracting, Inc.	182643130	3/10/2014	$750 Won
Judlau Contracting, Inc.	182111564	3/11/2014	$750 Won
Judlau Contracting, Inc.	182719819	3/24/2014	$1,200 Won
Judlau Contracting, Inc.	185496832	5/19/2014	$1,800 Won
Judlau Contracting, Inc.	185496841	5/19/2014	$750 Won
Judlau Contracting, Inc.	185496850	5/19/2014	$250 Paid
Judlau Contracting, Inc.	182795425	6/23/2014	$500 Paid
Judlau Contracting, Inc.	182795434	6/23/2014	$250 Paid
Judlau Contracting, Inc.	184004994	8/4/2014	$1,000 Paid
Judlau Contracting, Inc.	185498868	8/8/2014	$250 Paid
Judlau Contracting, Inc.	185498859	8/18/2014	$250 Paid
Judlau Contracting, Inc.	182168920	8/29/2014	$1,200 Paid
Judlau Contracting, Inc.	184004985	9/8/2014	$250 Paid
Judlau Contracting, Inc.	184005003	9/8/2014	$1,200 Paid
Judlau Contracting, Inc.	184019267	9/8/2014	$1,200 Paid
Judlau Contracting, Inc.	184019285	9/8/2014	$1,200 Paid
Judlau Contracting, Inc.	187117325	10/27/2014	$250 Paid
Judlau Contracting, Inc.	187085241	10/28/2014	$1,200 Paid
Judlau Contracting, Inc.	183987055	11/25/2014	$1,800 Won
Judlau Contracting, Inc.	185670174	12/1/2014	$1,830 Paid
Judlau Contracting, Inc.	187063800	12/2/2014	$1,230 Paid
Judlau Contracting, Inc.	187097222	1/6/2015	$750 Paid
Judlau Contracting, Inc.	187024705	2/24/2015	$530 Paid
Judlau Contracting, Inc.	187024714	2/24/2015	$80 Paid
Judlau Contracting, Inc.	187542769	3/2/2015	$3,000 Paid
Judlau Contracting, Inc.	187594312	4/27/2015	$150 Paid
Judlau Contracting, Inc.	187594321	4/27/2015	$1,200 Paid
Judlau Contracting, Inc.	187594330	4/27/2015	$750 Paid
Judlau Contracting, Inc.	187594368	4/27/2015	$750 Paid
Judlau Contracting, Inc.	187594377	4/27/2015	$450 Paid
Judlau Contracting, Inc.	187668975	5/18/2015	$450 Paid
Judlau Contracting, Inc.	187668984	5/18/2015	$250 Paid
Judlau Contracting, Inc.	187389346	6/16/2015	$1,200 Paid
Judlau Contracting, Inc.	700065823	7/12/2015	$1,261 Paid
Judlau Contracting, Inc.	187721160	7/13/2015	$250 Paid
Judlau Contracting, Inc.	700067940	7/15/2015	$280 Paid
Judlau Contracting, Inc.	187698318	8/3/2015	$750 Paid
Judlau Contracting, Inc.	187089257	9/1/2015	$1,200 Paid
Judlau Contracting, Inc.	187388740	9/22/2015	$1,230 Paid
Judlau Contracting, Inc.	187389272	9/25/2015	$1,200 Paid
Judlau Contracting, Inc.	00273015Y	9/28/2015	$1,400 Paid

Judlau Contracting, Inc.	00274103Z	9/29/2015	$1,315	Paid
Judlau Contracting, Inc.	189213833	10/30/2015	$12,000	Paid
Judlau Contracting, Inc.	700269855	11/6/2015	$1,200	Paid
Judlau Contracting, Inc.	189223082	11/7/2015	$1,200	Paid
Judlau Contracting, Inc.	700269828	11/7/2015	$1,200	Paid
Judlau Contracting, Inc.	189215236	11/13/2015	$1,200	Paid
Judlau Contracting, Inc.	700302855	11/24/2015	$1,200	Paid
Judlau Contracting, Inc.	700302864	11/24/2015	$1,800	Paid
Judlau Contracting, Inc.	700302873	11/24/2015	$1,800	Paid
Judlau Contracting, Inc.	188557600	11/30/2015	$1,200	Paid
Judlau Contracting, Inc.	700321454	12/1/2015	$750	Won
Judlau Contracting, Inc.	700337276	12/8/2015	$2,250	Paid
Judlau Contracting, Inc.	189223110	12/13/2015	$1,800	Paid
Judlau Contracting, Inc.	189224301	12/23/2015	$1,200	Paid
Judlau Contracting, Inc.	700372467	12/24/2015	$150	Paid
Judlau Contracting, Inc.	700372476	12/24/2015	$1,200	Paid
Judlau Contracting, Inc.	189224357	12/31/2015	$1,800	Paid
Judlau Contracting, Inc.	700386390	1/5/2016	$150	Paid
Judlau Contracting, Inc.	700387775	1/5/2016	$1,500	Paid
Judlau Contracting, Inc.	700383238	1/6/2016	$750	Paid
Judlau Contracting, Inc.	700383247	1/6/2016	$1,800	Paid
Judlau Contracting, Inc.	700386940	1/7/2016	$1,000	Paid
Judlau Contracting, Inc.	191058048	1/26/2016	$1,200	Paid
Judlau Contracting, Inc.	700417383	2/2/2016	$1,200	Paid
Judlau Contracting, Inc.	011472804h	2/4/2016	$300	Paid
Judlau Contracting, Inc.	700422241	2/8/2016	$1,200	Paid
Judlau Contracting, Inc.	700455499	3/8/2016	$1,800	Won
Judlau Contracting, Inc.	191015258	3/29/2016	$1,800	Paid
Judlau Contracting, Inc.	19101888	3/30/2016	$750	Paid
Judlau Contracting, Inc.	191067030	3/30/2016	$750	Paid
Judlau Contracting, Inc.	700497079	4/5/2016	$1,200	Paid
Judlau Contracting, Inc.	700497088	4/5/2016	$750	Paid
Judlau Contracting, Inc.	700497097	4/5/2016	$1,200	Paid
Judlau Contracting, Inc.	700543150	4/28/2016	$750	Paid
Judlau Contracting, Inc.	20164860041-01	5/4/2016	$40	Paid
Judlau Contracting, Inc.	191640965	5/5/2016	$1,230	Paid
Judlau Contracting, Inc.	191641863	5/9/2016	$1,830	Paid
Judlau Contracting, Inc.	191018888	5/10/2016	$750	Paid
Judlau Contracting, Inc.	700561831	5/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700581970	5/17/2016	$1,200	Paid
Judlau Contracting, Inc.	191646777	5/25/2016	$250	Paid
Judlau Contracting, Inc.	700586976	5/27/2016	$750	Paid
Judlau Contracting, Inc.	191642698	5/31/2016	$1,800	Paid
Judlau Contracting, Inc.	191642707	5/31/2016	$750	Paid
Judlau Contracting, Inc.	700584271	5/31/2016	$1,200	Paid
Judlau Contracting, Inc.	191649260	6/1/2016	$250	Paid
Judlau Contracting, Inc.	191646520	6/4/2016	$1,200	Paid

Judlau Contracting, Inc.	191648582	6/4/2016	$1,200	Paid
Judlau Contracting, Inc.	700592760	6/6/2016	$1,200	Paid
Judlau Contracting, Inc.	191648591	6/15/2016	$1,200	Paid
Judlau Contracting, Inc.	191251134	6/17/2016	$1,500	Won
Judlau Contracting, Inc.	191251776	6/17/2016	$250	Paid
Judlau Contracting, Inc.	700610350	6/20/2016	$1,200	Paid
Judlau Contracting, Inc.	191646941	6/21/2016	$250	Paid
Judlau Contracting, Inc.	191646950	6/21/2016	$250	Paid
Judlau Contracting, Inc.	191649408	6/21/2016	$250	Paid
Judlau Contracting, Inc.	700610296	6/21/2016	$1,200	Paid
Judlau Contracting, Inc.	700617565	6/28/2016	$1,500	Paid
Judlau Contracting, Inc.	700618876	6/28/2016	$1,200	Paid
Judlau Contracting, Inc.	700620333	6/30/2016	$1,830	Paid
Judlau Contracting, Inc.	700620342	6/30/2016	$1,530	Paid
Judlau Contracting, Inc.	191252811	7/3/2016	$750	Paid
Judlau Contracting, Inc.	700642279	7/8/2016	$450	Paid
Judlau Contracting, Inc.	700642288	7/9/2016	$1,200	Paid
Judlau Contracting, Inc.	191251381	7/12/2016	$750	Paid
Judlau Contracting, Inc.	191251390	7/12/2016	$150	Paid
Judlau Contracting, Inc.	700647824	7/18/2016	$750	Paid
Judlau Contracting, Inc.	191256093	7/19/2016	$250	Paid
Judlau Contracting, Inc.	191254250	7/20/2016	$1,500	Paid
Judlau Contracting, Inc.	191256010	7/20/2016	$1,500	Paid
Judlau Contracting, Inc.	191254746	7/25/2016	$1,200	Paid
Judlau Contracting, Inc.	191254755	7/25/2016	$800	Won
Judlau Contracting, Inc.	191256533	7/25/2016	$1,200	Won
Judlau Contracting, Inc.	191256551	7/25/2016	$1,530	Paid
Judlau Contracting, Inc.	191256084	7/29/2016	$250	Paid
Judlau Contracting, Inc.	191256378	7/30/2016	$1,200	Paid
Judlau Contracting, Inc.	191256387	7/30/2016	$100	Paid
Judlau Contracting, Inc.	189330763	8/19/2016	$500	Paid
Judlau Contracting, Inc.	191259357	8/21/2016	$100	Paid
Judlau Contracting, Inc.	191259366	8/22/2016	$250	Paid
Judlau Contracting, Inc.	700700670	8/23/2016	$1,000	Paid
Judlau Contracting, Inc.	191650122	8/25/2016	$1,260	Paid
Judlau Contracting, Inc.	191267039	9/7/2016	$1,200	Paid
Judlau Contracting, Inc.	191267048	9/7/2016	$1,200	Paid
Judlau Contracting, Inc.	700718435	9/11/2016	$1,200	Paid
Judlau Contracting, Inc.	191267120	9/12/2016	$1,200	Paid
Judlau Contracting, Inc.	191650618	9/22/2016	$1,230	Paid
Judlau Contracting, Inc.	700729518	9/22/2016	$250	Paid
Judlau Contracting, Inc.	700758549	10/12/2016	$250	Paid
Judlau Contracting, Inc.	700754423	10/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700754551	10/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700754560	10/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700754589	10/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700763260	10/17/2016	$1,500	Paid

Judlau Contracting, Inc.	700763279	10/17/2016	$1,200	Paid
Judlau Contracting, Inc.	700763288	10/17/2016	$1,500	Paid
Judlau Contracting, Inc.	191453030	10/29/2016	$1,230	Paid
Judlau Contracting, Inc.	91453296	11/3/2016	$3,600	Paid
Judlau Contracting, Inc.	700749486	11/7/2016	$250	Paid
Judlau Contracting, Inc.	191454111	11/18/2016	$1,200	Paid
Judlau Contracting, Inc.	700822660	11/23/2016	$1,200	Paid
Judlau Contracting, Inc.	191441728	11/25/2016	$750	Paid
Judlau Contracting, Inc.	191441737	11/25/2016	$1,800	Paid
Judlau Contracting, Inc.	191454194	11/28/2016	$1,200	Paid
Judlau Contracting, Inc.	191445082	12/1/2016	$1,800	Paid
Judlau Contracting, Inc.	191445770	12/6/2016	$1,800	Paid
Judlau Contracting, Inc.	191453296	1/3/2017	$200	Paid
Judlau Contracting, Inc.	700794968	1/30/2017		Paid
Judlau Contracting, Inc.	700794986	1/30/2017		Paid
Judlau Contracting, Inc.	191445789	2/7/2017	$750	Paid
Judlau Contracting, Inc.	191455074	2/7/2017		Paid
Judlau Contracting, Inc.	191455193	2/7/2017		Paid
Judlau Contracting, Inc.	700817792	2/13/2017	$1,500	Paid
Judlau Contracting, Inc.	700817839	2/13/2017	$1,200	Paid
Judlau Contracting, Inc.	700817857	2/13/2017	$1,200	Paid
Judlau Contracting, Inc.	700817866	2/13/2017	$1,200	Paid
Judlau Contracting, Inc.	191449199	2/14/2017	$750	Paid
Judlau Contracting, Inc.	191454991	2/14/2017	$1,200	Paid
Judlau Contracting, Inc.	191455029	2/14/2017	$1,200	Paid
Judlau Contracting, Inc.	191440930	2/28/2017	$1,200	Paid
Judlau Contracting, Inc.	191440949	2/28/2017	$750	Paid
Judlau Contracting, Inc.	191444799	2/28/2017	$1,200	Paid
Judlau Contracting, Inc.	191444808	2/28/2017	$1,200	Paid
Judlau Contracting, Inc.	700861453	3/6/2017	$1,200	Paid
Judlau Contracting, Inc.	700866789	3/6/2017	$1,200	Paid
Judlau Contracting, Inc.	191447493	3/7/2017	$1,800	Paid
Judlau Contracting, Inc.	191447502	3/7/2017	$750	Paid
Judlau Contracting, Inc.	191449051	3/7/2017	$750	Paid
Judlau Contracting, Inc.	191449060	3/7/2017	$1,800	Paid
Judlau Contracting, Inc.	191454937	3/7/2017	$1,200	Paid
Judlau Contracting, Inc.	700868960	3/7/2017	$750	Paid
Judlau Contracting, Inc.	191455770	3/8/2017		Paid
Judlau Contracting, Inc.	700888660	3/27/2017	$1,800	Won
Judlau Contracting, Inc.	700868080	4/3/2017	$150	Paid
Judlau Contracting, Inc.	700868090	4/3/2017	$750	Paid
Judlau Contracting, Inc.	700868154	4/3/2017	$100	Paid
Judlau Contracting, Inc.	700899183	4/3/2017	$1,500	Paid
Judlau Contracting, Inc.	191423760	4/4/2017	$1,200	Paid
Judlau Contracting, Inc.	191540306	4/4/2017	$1,200	Paid
Judlau Contracting, Inc.	191453240	4/11/2017	$1,200	Paid
Judlau Contracting, Inc.	191453250	4/11/2017	$750	Paid

Judlau Contracting, Inc.	700860023	4/13/2017		Won
Judlau Contracting, Inc.	191449666	4/14/2017	$1,800	Paid
Judlau Contracting, Inc.	191422496	4/18/2017	$500	Paid
Judlau Contracting, Inc.	191427556	5/23/2017	$1,200	Paid
Judlau Contracting, Inc.	191427610	6/6/2017	$1,200	Paid
Judlau Contracting, Inc.	191429527	6/6/2017	$1,200	Paid
Judlau Contracting, Inc.	191455909	6/13/2017	$1,800	Paid
Judlau Contracting, Inc.	191455918	6/13/2017	$800	Paid
Judlau Contracting, Inc.	191427996	6/20/2017	$1,200	Paid
Judlau Contracting, Inc.	701003656	7/10/2017		Paid
Judlau Contracting, Inc.	191420360	7/11/2017		Won
Judlau Contracting, Inc.	191542827	7/11/2017	$1,200	Paid
Judlau Contracting, Inc.	196162479	7/25/2017	$1,200	Paid
Judlau Contracting, Inc.	701117551	8/3/2017	$1,500	Paid
Judlau Contracting, Inc.	701112070	8/5/2017	$1,500	Paid
Judlau Contracting, Inc.	701132704	8/5/2017	$1,200	Paid
Judlau Contracting, Inc.	196164192	8/10/2017	$750	Paid
Judlau Contracting, Inc.	196164201	8/10/2017	$250	Paid
Judlau Contracting, Inc.	196165530	8/13/2017	$750	Paid
Judlau Contracting, Inc.	196165540	8/13/2017	$250	Paid
Judlau Contracting, Inc.	70111254	8/14/2017	$1,230	Paid
Judlau Contracting, Inc.	701111254	8/14/2017	$1,230	Paid
Judlau Contracting, Inc.	701112161	8/14/2017	$250	Paid
Judlau Contracting, Inc.	701112180	8/14/2017	$250	Paid
Judlau Contracting, Inc.	191548345	8/15/2017		Paid
Judlau Contracting, Inc.	701117259	8/16/2017	$250	Paid
Judlau Contracting, Inc.	196167510	8/17/2017	$750	Paid
Judlau Contracting, Inc.	196167520	8/17/2017	$250	Paid
Judlau Contracting, Inc.	196167649	8/23/2017	$750	Paid
Judlau Contracting, Inc.	196167658	8/23/2017	$1,200	Paid
Judlau Contracting, Inc.	196167667	8/23/2017	$250	Paid
Judlau Contracting, Inc.	700992344	8/28/2017		Paid
Judlau Contracting, Inc.	700992600	8/28/2017		Paid
Judlau Contracting, Inc.	700995900	8/28/2017		Paid
Judlau Contracting, Inc.	196166731	9/5/2017	$250	Paid
Judlau Contracting, Inc.	196155814	9/12/2017	$1,200	Paid
Judlau Contracting, Inc.	196155823	9/12/2017	$1,200	Paid
Judlau Contracting, Inc.	196155832	9/12/2017	$250	Paid
Judlau Contracting, Inc.	196157180	9/12/2017	$500	Paid
Judlau Contracting, Inc.	196158610	9/19/2017	$1,200	Paid
Judlau Contracting, Inc.	196158629	9/19/2017	$750	Paid
Judlau Contracting, Inc.	196158638	9/19/2017	$1,200	Paid
Judlau Contracting, Inc.	196161020	9/19/2017	$1,800	Paid
Judlau Contracting, Inc.	196161030	9/19/2017	$1,500	Paid
Judlau Contracting, Inc.	196161049	9/19/2017	$750	Paid
Judlau Contracting, Inc.	196170004	9/28/2017	$280	Paid
Judlau Contracting, Inc.	201992946	10/3/2017	$1,200	Paid

Judlau Contracting, Inc.	701202141	10/19/2017	$750 Paid
Judlau Contracting, Inc.	701220576	10/28/2017	$1,500 Paid
Judlau Contracting, Inc.	701240751	11/3/2017	$750 Paid
Judlau Contracting, Inc.	701264677	11/8/2017	$750 Paid
Judlau Contracting, Inc.	701267280	11/21/2017	$1,500 Paid
Judlau Contracting, Inc.	196169216	11/27/2017	$250 Paid
Judlau Contracting, Inc.	196169225	11/27/2017	$1,200 Paid
Judlau Contracting, Inc.	196169234	11/27/2017	$1,800 Paid
Judlau Contracting, Inc.	196169243	11/27/2017	$1,800 Paid
Judlau Contracting, Inc.	201996090	11/27/2017	$1,200 Paid
Judlau Contracting, Inc.	201996127	11/27/2017	$250 Paid
Judlau Contracting, Inc.	701281076	11/29/2017	$1,500 Paid
Judlau Contracting, Inc.	701281112	11/29/2017	$750 Paid
Judlau Contracting, Inc.	162042358	12/6/2017	$1,200 Paid
Judlau Contracting, Inc.	701309649	12/20/2017	$750 Paid
Judlau Contracting, Inc.	201996659	12/21/2017	$500 Paid
Judlau Contracting, Inc.	201998711	12/21/2017	$1,200 Paid
Judlau Contracting, Inc.	201998749	12/22/2017	$1,200 Paid
Judlau Contracting, Inc.	201998758	12/22/2017	$1,500 Paid
Judlau Contracting, Inc.	701340063	1/19/2018	$1,200 Paid
Judlau Contracting, Inc.	701348560	1/29/2018	$750 Paid
Judlau Contracting, Inc.	701400765	2/9/2018	$1,200 Paid
Judlau Contracting, Inc.	196570386	2/13/2018	$1,200 Paid
Judlau Contracting, Inc.	196570395	2/13/2018	$800 Paid
Judlau Contracting, Inc.	196563190	2/20/2018	$250 Paid
Judlau Contracting, Inc.	196563209	2/20/2018	$750 Paid
Judlau Contracting, Inc.	203120143	4/22/2018	$1,200 Paid
Judlau Contracting, Inc.	701443041	4/24/2018	$1,200 Won
Judlau Contracting, Inc.	701447075	5/2/2018	$1,200 Paid
Judlau Contracting, Inc.	203143968	5/10/2018	$1,200 Paid
Judlau Contracting, Inc.	701460578	5/14/2018	$1,200 Won
Judlau Contracting, Inc.	701489059	6/7/2018	$1,200 Paid
Judlau Contracting, Inc.	203124965	6/9/2018	$1,200 Paid
Judlau Contracting, Inc.	196580396	6/20/2018	$1,200 Paid
Judlau Contracting, Inc.	203125120	6/20/2018	$1,200 Paid
Judlau Contracting, Inc.	203125130	6/20/2018	$1,200 Paid
Judlau Contracting, Inc.	196580423	6/21/2018	$1,200 Paid
Judlau Contracting, Inc.	196581377	6/21/2018	$1,200 Paid
Judlau Contracting, Inc.	196581386	6/21/2018	$750 Paid
Judlau Contracting, Inc.	196582266	6/23/2018	$1,800 Paid
Judlau Contracting, Inc.	196582275	6/23/2018	$750 Paid
Judlau Contracting, Inc.	196582284	6/23/2018	$1,800 Paid
Judlau Contracting, Inc.	203128449	6/23/2018	$1,800 Paid
Judlau Contracting, Inc.	203128458	6/23/2018	$750 Paid
Judlau Contracting, Inc.	196582569	7/1/2018	$750 Paid
Judlau Contracting, Inc.	196582852	7/1/2018	$750 Paid
Judlau Contracting, Inc.	196582587	7/1/2018	$1,800 Paid

Judlau Contracting, Inc.	196582605	7/1/2018	$1,800	Paid
Judlau Contracting, Inc.	196582843	7/1/2018	$1,800	Paid
Judlau Contracting, Inc.	196582596	7/1/2018	$750	Paid
Judlau Contracting, Inc.	701540539	7/5/2018	$1,500	Paid
Judlau Contracting, Inc.	196585786	7/15/2018	$1,200	Paid
Judlau Contracting, Inc.	196585795	7/15/2018	$1,200	Paid
Judlau Contracting, Inc.	196585804	7/15/2018	$750	Paid
Judlau Contracting, Inc.	196586107	7/19/2018	$1,200	Paid
Judlau Contracting, Inc.	196586116	7/19/2018	$1,200	Paid
Judlau Contracting, Inc.	196586556	7/19/2018	$1,200	Paid
Judlau Contracting, Inc.	196585190	7/22/2018	$1,200	Paid
Judlau Contracting, Inc.	701567570	7/22/2018	$780	Paid
Judlau Contracting, Inc.	196587270	7/22/2018	$1,200	Paid
Judlau Contracting, Inc.	196587280	7/22/2018	$1,200	Paid
Judlau Contracting, Inc.	196587986	8/1/2018	$1,200	Paid
Judlau Contracting, Inc.	206001016	8/1/2018	$1,200	Paid
Judlau Contracting, Inc.	206000879	8/4/2018	$1,200	Paid
Judlau Contracting, Inc.	206000888	8/4/2018	$750	Paid
Judlau Contracting, Inc.	206000897	8/4/2018	$1,200	Paid
Judlau Contracting, Inc.	206001117	8/4/2018	$750	Paid
Judlau Contracting, Inc.	206000374	8/7/2018	$250	Paid
Judlau Contracting, Inc.	206004801	8/9/2018	$1,200	Paid
Judlau Contracting, Inc.	206000677	8/10/2018	$750	Paid
Judlau Contracting, Inc.	206000686	8/10/2018	$500	Paid
Judlau Contracting, Inc.	206000219	8/11/2018	$1,200	Paid
Judlau Contracting, Inc.	206002776	8/11/2018	$1,200	Paid
Judlau Contracting, Inc.	206002785	8/11/2018	$1,200	Paid
Judlau Contracting, Inc.	206003023	8/16/2018	$1,200	Paid
Judlau Contracting, Inc.	701606281	8/17/2018	$1,200	Paid
Judlau Contracting, Inc.	206001373	8/18/2018	$1,200	Paid
Judlau Contracting, Inc.	206004792	8/18/2018	$1,200	Paid
Judlau Contracting, Inc.	206004810	8/18/2018	$750	Paid
Judlau Contracting, Inc.	206004426	8/25/2018	$1,800	Paid
Judlau Contracting, Inc.	206005746	9/1/2018	$1,200	Paid
Judlau Contracting, Inc.	206005755	9/1/2018	$750	Paid
Judlau Contracting, Inc.	206006424	9/1/2018	$1,200	Paid
Judlau Contracting, Inc.	206006460	9/1/2018	$1,200	Paid
Judlau Contracting, Inc.	206001685	9/3/2018	$750	Paid
Judlau Contracting, Inc.	701641124	9/5/2018	$1,200	Paid
Judlau Contracting, Inc.	701641133	9/5/2018	$1,200	Paid
Judlau Contracting, Inc.	206005480	9/5/2018	$750	Paid
Judlau Contracting, Inc.	206008276	9/6/2018	$1,800	Paid
Judlau Contracting, Inc.	206008285	9/6/2018	$750	Paid
Judlau Contracting, Inc.	206008294	9/6/2018	$1,200	Paid
Judlau Contracting, Inc.	206008303	9/6/2018	$1,200	Paid
Judlau Contracting, Inc.	206008523	9/6/2018	$1,800	Paid
Judlau Contracting, Inc.	205970299	9/11/2018	$1,200	Paid

Judlau Contracting, Inc.	206008377	9/11/2018	$1,200	Paid
Judlau Contracting, Inc.	206008633	9/11/2018	$1,200	Paid
Judlau Contracting, Inc.	205970830	9/15/2018	$1,200	Paid
Judlau Contracting, Inc.	205970858	9/15/2018	$750	Paid
Judlau Contracting, Inc.	205971298	9/18/2018	$750	Paid
Judlau Contracting, Inc.	205971316	9/18/2018	$750	Paid
Judlau Contracting, Inc.	205971307	9/18/2018	$1,200	Paid
Judlau Contracting, Inc.	206001759	9/18/2018	$750	Paid
Judlau Contracting, Inc.	205971325	9/19/2018	$1,200	Paid
Judlau Contracting, Inc.	205972324	9/20/2018	$750	Paid
Judlau Contracting, Inc.	205975267	9/20/2018	$500	Paid
Judlau Contracting, Inc.	205971343	9/21/2018	$750	Paid
Judlau Contracting, Inc.	205971527	9/23/2018	$1,200	Paid
Judlau Contracting, Inc.	205971536	9/23/2018	$1,200	Paid
Judlau Contracting, Inc.	205975110	9/23/2018	$1,200	Paid
Judlau Contracting, Inc.	205975120	9/23/2018	$250	Paid
Judlau Contracting, Inc.	205975139	9/23/2018	$750	Paid
Judlau Contracting, Inc.	205975148	9/23/2018	$750	Paid
Judlau Contracting, Inc.	701681916	9/29/2018	$750	Paid
Judlau Contracting, Inc.	205971691	10/3/2018	$1,200	paid
Judlau Contracting, Inc.	205971700	10/3/2018	$1,500	paid
Judlau Contracting, Inc.	205971710	10/3/2018	$750	paid
Judlau Contracting, Inc.	205971729	10/3/2018	$3,600	Paid
Judlau Contracting, Inc.	206002125	10/7/2018	$2,410	paid
Judlau Contracting, Inc.	701692788	10/9/2018	$1,200	Paid
Judlau Contracting, Inc.	205972609	10/10/2018	$750	paid
Judlau Contracting, Inc.	205973819	10/10/2018	$250	Paid
Judlau Contracting, Inc.	701697554	10/10/2018	$1,200	Paid
Judlau Contracting, Inc.	701697545	10/10/2018	$1,200	Paid
Judlau Contracting, Inc.	701699213	10/11/2018	$1,200	Paid
Judlau Contracting, Inc.	701699204	10/11/2018	$1,200	Paid
Judlau Contracting, Inc.	205972232	10/12/2018	$250	Paid
Judlau Contracting, Inc.	205973049	10/13/2018	$1,200	Paid
Judlau Contracting, Inc.	205973058	10/13/2018	$750	Paid
Judlau Contracting, Inc.	205973067	10/13/2018	$750	Paid
Judlau Contracting, Inc.	205973076	10/13/2018	$250	Paid
Judlau Contracting, Inc.	205973709	10/13/2018	$1,200	Paid
Judlau Contracting, Inc.	205973718	10/13/2018	$1,200	Paid
Judlau Contracting, Inc.	205973727	10/13/2018	$750	Paid
Judlau Contracting, Inc.	701699534	10/13/2018	$1,200	Paid
Judlau Contracting, Inc.	701699252	10/13/2018	$1,200	Paid
Judlau Contracting, Inc.	701702513	10/14/2018	$1,200	Paid
Judlau Contracting, Inc.	205972443	10/15/2018	$750	Paid
Judlau Contracting, Inc.	205972910	10/15/2018	$1,200	Paid
Judlau Contracting, Inc.	205975469	10/15/2018	$1,200	Paid
Judlau Contracting, Inc.	701702440	10/15/2018	$1,200	Paid
Judlau Contracting, Inc.	701702430	10/15/2018	$1,200	Paid

Judlau Contracting, Inc.	205976825	10/19/2018	$1,800 Paid
Judlau Contracting, Inc.	205976870	10/22/2018	$1,200 Paid
Judlau Contracting, Inc.	205977045	10/22/2018	$1,200 Paid
Judlau Contracting, Inc.	205977054	10/22/2018	$750 Paid
Judlau Contracting, Inc.	205976880	10/22/2018	$750 Paid
Judlau Contracting, Inc.	205976899	10/22/2018	$750 paid
Judlau Contracting, Inc.	206009540	10/22/2018	$750 paid
Judlau Contracting, Inc.	206009522	10/22/2018	$1,200 paid
Judlau Contracting, Inc.	205976908	10/22/2018	$1,200 paid
Judlau Contracting, Inc.	205973772	10/22/2018	$250 paid
Judlau Contracting, Inc.	206002107	10/22/2018	$750 paid
Judlau Contracting, Inc.	205973763	10/22/2018	$1,200 paid
Judlau Contracting, Inc.	205977063	10/22/2018	$250 Paid
Judlau Contracting, Inc.	205976650	10/27/2018	$750 Paid
Judlau Contracting, Inc.	205977860	10/31/2018	$750 Paid
Judlau Contracting, Inc.	20499307	10/31/2018	$276 Paid
Judlau Contracting, Inc.	205977870	11/1/2018	$250 Paid
Judlau Contracting, Inc.	205976733	11/1/2018	$250 Paid
Judlau Contracting, Inc.	205978365	11/6/2018	$750 Paid
Judlau Contracting, Inc.	205978338	11/6/2018	$750 Paid
Judlau Contracting, Inc.	205978329	11/6/2018	$1,200 Paid
Judlau Contracting, Inc.	205973221	11/6/2018	$750 Paid
Judlau Contracting, Inc.	205973222	11/6/2018	$750 Paid
Judlau Contracting, Inc.	205973213	11/6/2018	$1,200 Paid
Judlau Contracting, Inc.	205978163	11/7/2018	$750 Paid
Judlau Contracting, Inc.	205978154	11/7/2018	$1,200 Paid
Judlau Contracting, Inc.	205999274	11/12/2018	$250 Paid
Judlau Contracting, Inc.	205999283	11/12/2018	$250 Paid
Judlau Contracting, Inc.	205998311	11/18/2018	$750 Paid
Judlau Contracting, Inc.	205998302	11/18/2018	$250 Paid
Judlau Contracting, Inc.	205998385	11/19/2018	$250 Paid
Judlau Contracting, Inc.	205998641	11/23/2018	$1,200 Paid
Judlau Contracting, Inc.	207736816	11/25/2018	$250 Paid
Judlau Contracting, Inc.	207736807	11/25/2018	$1,200 Paid
Judlau Contracting, Inc.	207736798	11/25/2018	$1,200 Paid
Judlau Contracting, Inc.	207736789	11/25/2018	$1,200 Paid
Judlau Contracting, Inc.	207736917	12/1/2018	$1,200 Paid
Judlau Contracting, Inc.	207736926	12/1/2018	$750 Paid
Judlau Contracting, Inc.	207736935	12/1/2018	$250 Paid
Judlau Contracting, Inc.	207736944	12/1/2018	$1,200 Paid
Judlau Contracting, Inc.	207736953	12/1/2018	$750 Paid
Judlau Contracting, Inc.	207736962	12/1/2018	$750 Paid
Judlau Contracting, Inc.	207737027	12/1/2018	$1,200 Paid
Judlau Contracting, Inc.	207737036	12/1/2018	$750 Paid
Judlau Contracting, Inc.	207737045	12/1/2018	$750 Paid
Judlau Contracting, Inc.	205998248	12/5/2018	$750 Paid
Judlau Contracting, Inc.	205998257	12/5/2018	$250 Paid

Judlau Contracting, Inc.	205998852	12/5/2018	$250	Paid
Judlau Contracting, Inc.	205999999	12/5/2018	$1,800	Paid
Judlau Contracting, Inc.	205998908	12/6/2018	$1,200	Paid
Judlau Contracting, Inc.	207730849	12/6/2018	$500	Paid
Judlau Contracting, Inc.	207730858	12/6/2018	$1,800	Paid
Judlau Contracting, Inc.	207730867	12/6/2018	$750	Paid
Judlau Contracting, Inc.	207733058	12/7/2018	$1,200	Paid
Judlau Contracting, Inc.	207733269	12/7/2018	$1,200	Paid
Judlau Contracting, Inc.	205999449	12/8/2018	$1,500	Paid
Judlau Contracting, Inc.	206009679	12/8/2018	$1,200	Paid
Judlau Contracting, Inc.	206009688	12/8/2018	$750	Paid
Judlau Contracting, Inc.	206009697	12/8/2018	$750	Paid
Judlau Contracting, Inc.	206009706	12/8/2018	$500	Paid
Judlau Contracting, Inc.	206009715	12/8/2018	$250	Paid
Judlau Contracting, Inc.	206009724	12/8/2018	$250	Paid
Judlau Contracting, Inc.	207733076	12/8/2018	$750	Paid
Judlau Contracting, Inc.	207732847	12/9/2018	$1,200	Paid
Judlau Contracting, Inc.	207732856	12/9/2018	$750	Paid
Judlau Contracting, Inc.	207732865	12/9/2018	$750	Paid
Judlau Contracting, Inc.	207732874	12/9/2018	$250	Paid
Judlau Contracting, Inc.	207734762	12/9/2018	$750	Paid
Judlau Contracting, Inc.	207734771	12/9/2018	$100	Paid
Judlau Contracting, Inc.	207736504	12/9/2018	$1,200	Paid
Judlau Contracting, Inc.	207730674	12/10/2018	$750	Paid
Judlau Contracting, Inc.	207730683	12/10/2018	$250	Paid
Judlau Contracting, Inc.	207730665	12/10/2018	$1,800	Paid
Judlau Contracting, Inc.	207733800	12/10/2018	$1,800	Paid
Judlau Contracting, Inc.	207733819	12/10/2018	$750	Paid
Judlau Contracting, Inc.	207730692	12/11/2018	$250	Paid
Judlau Contracting, Inc.	207730701	12/11/2018	$750	Paid
Judlau Contracting, Inc.	207732993	12/11/2018	$750	Paid
Judlau Contracting, Inc.	207733195	12/13/2018	$280	Paid
Judlau Contracting, Inc.	207733864	12/13/2018	$1,830	Paid
Judlau Contracting, Inc.	207733873	12/13/2018	$780	Paid
Judlau Contracting, Inc.	207733882	12/13/2018	$280	Paid
Judlau Contracting, Inc.	207733891	12/13/2018	$780	Paid
Judlau Contracting, Inc.	207733900	12/13/2018	$780	Paid
Judlau Contracting, Inc.	207733956	12/13/2018	$780	Paid
Judlau Contracting, Inc.	207734928	12/14/2018	$1,200	Paid
Judlau Contracting, Inc.	207730977	12/15/2018	$780	Paid
Judlau Contracting, Inc.	207730986	12/15/2018	$780	Paid
Judlau Contracting, Inc.	207730995	12/15/2018	$780	Paid
Judlau Contracting, Inc.	207731004	12/15/2018	$1,830	Paid
Judlau Contracting, Inc.	207733186	12/15/2018	$780	Paid
Judlau Contracting, Inc.	207733204	12/15/2018	$530	Paid
Judlau Contracting, Inc.	207733222	12/15/2018	$780	Paid
Judlau Contracting, Inc.	207734057	12/15/2018	$780	Paid

Judlau Contracting, Inc.	207734066	12/15/2018	$280	Paid
Judlau Contracting, Inc.	207734075	12/15/2018	$1,230	Paid
Judlau Contracting, Inc.	207734093	12/15/2018	$1,230	Paid
Judlau Contracting, Inc.	207737512	12/17/2018	$1,230	Paid
Judlau Contracting, Inc.	207737521	12/17/2018	$280	Paid
Judlau Contracting, Inc.	207733983	12/17/2018	$1,230	Paid
Judlau Contracting, Inc.	207733992	12/17/2018	$780	Paid
Judlau Contracting, Inc.	207734084	12/17/2018	$280	Paid
Judlau Contracting, Inc.	207734102	12/17/2018	$1,230	Paid
Judlau Contracting, Inc.	207734111	12/17/2018	$1,230	Paid
Judlau Contracting, Inc.	207734120	12/17/2018	$780	Paid
Judlau Contracting, Inc.	207734130	12/17/2018	$780	Paid
Judlau Contracting, Inc.	207734149	12/17/2018	$780	Paid
Judlau Contracting, Inc.	701798846	12/17/2018	$750	paid
Judlau Contracting, Inc.	207737559	12/18/2018	$1,230	Paid
Judlau Contracting, Inc.	207737568	12/18/2018	$1,230	Paid
Judlau Contracting, Inc.	207737577	12/18/2018	$1,230	Paid
Judlau Contracting, Inc.	207737595	12/18/2018	$280	Paid
Judlau Contracting, Inc.	207737604	12/18/2018	$780	Paid
Judlau Contracting, Inc.	207737622	12/18/2018	$780	Paid
Judlau Contracting, Inc.	207737631	12/18/2018	$1,230	Paid
Judlau Contracting, Inc.	207737640	12/18/2018	$780	Paid
Judlau Contracting, Inc.	207738264	12/18/2018	$1,830	Paid
Judlau Contracting, Inc.	207738273	12/18/2018	$780	Paid
Judlau Contracting, Inc.	207738282	12/18/2018	$780	Paid
Judlau Contracting, Inc.	207738291	12/18/2018	$280	Paid
Judlau Contracting, Inc.	207737586	12/18/2018	$780	Paid
Judlau Contracting, Inc.	701805877	12/19/2018	$750	paid
Judlau Contracting, Inc.	207737669	12/20/2018	$750	Paid
Judlau Contracting, Inc.	207738109	1/5/2019	$750	Paid
Judlau Contracting, Inc.	207743544	1/5/2019	$750	Paid
Judlau Contracting, Inc.	701824806	1/6/2019	$1,200	paid
Judlau Contracting, Inc.	207738145	1/7/2019	$250	Paid
Judlau Contracting, Inc.	207738136	1/7/2019	$750	Paid
Judlau Contracting, Inc.	701826685	1/16/2019	$750	paid
Judlau Contracting, Inc.	701835952	1/29/2019	$250	paid
Judlau Contracting, Inc.	701842617	2/1/2019	$250	paid
Judlau Contracting, Inc.	207750896	2/7/2019	$750	paid
Judlau Contracting, Inc.	207756020	2/26/2019	$750	paid
Judlau Contracting, Inc.	207756048	2/26/2019	$1,200	paid

UNITED STATES
DEPARTMENT OF LABOR

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Inspection Detail

Quick Link Reference

1192215.015 | 1138010.015 | 1094457.015 | 1091998.015 | 406862.015

Case Status: CLOSED

Inspection: 1192215.015 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan

Nr: 1192215.015 Report ID: 0215000 Open Date: 10/25/2016

Judlau Contracting Inc.
37 7th Ave.
New York, NY 10011 Union Status: Union
SIC:
NAICS: 237110/Water and Sewer Line and Related Structures Construction
Mailing: 26-15 Ulmer St., Flushing, NY 11354

Inspection Type:	Planned		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	10/25/2016
Emphasis:	N:Trench, P:Trench	Close Case:	04/07/2017

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations				1		1
Initial Penalty	$9,800	$0	$0	$0	$0	$9,800
Current Penalty	$0	$0	$0	$0	$0	$0
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Other	19260651 C02	12/17/2016		$0	$9,800	$0		I - Informal Settlement

Case Status: CLOSED

Inspection: 1138010.015 - Judlau Contracting, Inc.

Inspection Information - Office: Chicago North

Nr: 1138010.015 Report ID: 0524200 Open Date: 04/05/2016

Judlau Contracting, Inc.
I-90 & Touhy Ave.
Des Plaines, IL 60018 Union Status: Union
SIC:
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 1011 Warrenville Rd.#195, Lisle, IL 60532

Inspection Type: Unprog Rel
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 09/30/2016
Close Case: 03/06/2019

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	$12,471	$0	$0	$0	$0	$12,471
Current Penalty	$10,000	$0	$0	$0	$0	$10,000
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Serious	19260020 B02	10/03/2016	10/07/2016	$10,000	$12,471	$0	10/25/2016	F - Formal Settlement

Case Status: CLOSED

Inspection: 1094457.015 - Judlau Contracting Inc.

Inspection Information - Office: Bridgeport

Nr: 1094457.015 Report ID: 0111500 Open Date: 09/18/2015

Judlau Contracting Inc.
210 North Cherry Streetparker Street
Wallingford, CT 06492 Union Status: Union
SIC:
NAICS: 237990/Other Heavy and Civil Engineering Construction
Mailing: 99 Colony Street, Meriden, CT 06450

Inspection Type: Referral
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 09/18/2015
Emphasis: N:Trench Close Case: 12/14/2015

Related Activity:	Type	ID	Safety	Health
	Referral	1023232	Yes	

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty	$0	$0	$0	$0	$0	$0

Current Penalty	$0	$0	$0	$0	$0	$0
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Other	19260054 D	10/16/2015		$0	$0	$0		Z - Issued

Case Status: CLOSED

Inspection: 1091998.015 - Judlau Contracting Inc

Inspection Information - Office: Manhattan

Nr: 1091998.015 Report ID: 0215000 Open Date: 07/27/2015

Judlau Contracting Inc
2nd Ave Tunnel Const Proj, 2nd Ave At 68th St
New York, NY 10065 Union Status: Union
SIC:
NAICS: 238110/Poured Concrete Foundation and Structure Contractors
Mailing: 2615 Ulmer St, Flushing, NY 11354

Inspection Type:	Unprog Rel		
Scope:	Complete	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	07/27/2015
Emphasis:	L:Fall	Close Case:	03/16/2016

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations				1		1
Initial Penalty	$6,300	$0	$0	$0	$0	$6,300
Current Penalty	$0	$0	$0	$2,800	$0	$2,800
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
	1.	01001	Other	19260501 B04 II	01/22/2016	01/28/2016	$2,800	$2,800	$0		I - Informal Settlement
Deleted	2.	01002	Serious	19260502 B13	01/22/2016	01/28/2016	$0	$3,500	$0		I - Informal Settlement

Case Status: CLOSED

Inspection: 406862.015 - Judlau Contracting Inc.

Inspection Information - Office: Manhattan

Nr: 406862.015 Report ID: 0215000 Open Date: 04/21/2012

Judlau Contracting Inc.
West Broadway And Chambers Street
New York, NY 10012 Union Status: NonUnion
SIC:
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 26-15 Ulmer St, Flushing, NY 11354

Inspection Type: Unprog Rel

Scope:	Complete	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	04/21/2012	
Emphasis:	L:Localtarg	Close Case:	07/26/2013	
Related Activity:	Type	ID	Safety	Health
	Referral	327940	Yes	

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations				1		1
Initial Penalty	$4,000	$0	$0	$0	$0	$4,000
Current Penalty	$0	$0	$0	$2,500	$0	$2,500
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	19260251 F02	06/01/2012		$2,500	$4,000	$0		I - Informal Settlement

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

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No Fear Act Data
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STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☐ Vendor

☒ Vendor's Parent Entity(ies) (100% ownership) OHL USA, Inc. owns 100% of Vendor.

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	I-294 Retaining Wall Construction, Grading, and Shoulder Rehabilitation
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	I-18-4446
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
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, S-Corporation, Professional Corporation, Service Corporation) ☒ If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	**Address**	**Percentage of Ownership**	**$ Value of Ownership**
			Click here to enter text.
Obrascon Huarte Lain Construccion Internacional, S.L.U.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	**Address**	**% of Distributive Income**	**$ Value of Distributive Income**
Obrascon Huarte Lain Construccion Internacional, S.L.U.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **OHL USA, Inc.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☒ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☒ No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of 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: [redacted]

Date: 4/25/2019

Printed Name: Cesar F. Pereira

Title: Secretary

Phone Number: (718) 554-2320

Email Address: cesar.pereira@ohlna.com

UNITED STATES
DEPARTMENT OF LABOR

OSHA English | Spanish

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Inspection Detail

Quick Link Reference

1177059.015 | 1120912.015

Case Status: CLOSED

Inspection: 1177059.015 - Ohl Usa Inc

Inspection Information - Office: Ca Fresno

Nr: 1177059.015 Report ID: 0950625 Open Date: 09/07/2016

Ohl Usa Inc
300 Owens Lake
Lone Pine, CA 93545

Union Status: Union

SIC:
NAICS: 236220/Commercial and Institutional Building Construction
Mailing: 1920 Main Street, #310, Irvine, CA 92614

Inspection Type:	Unprog Rel		
Scope:	Complete	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Health	Close Conference:	12/20/2016
		Close Case:	06/08/2017

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty	$0	$0	$0	$2,385	$0	$2,385
Current Penalty	$0	$0	$0	$1,535	$0	$1,535
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Other	1527(A)	12/22/2016	01/17/2017	$675	$1,125	$0		I - Informal Settlement
2.	01002	Other	3203(B)(2)	12/22/2016	01/17/2017	$300	$325	$0		I - Informal Settlement
3.	01003	Other	3395(I)	12/22/2016	01/17/2017	$560	$935	$0		I - Informal Settlement

Case Status: CLOSED

Inspection: 1120912.015 - Ohl Usa, Inc.

Inspection Information - Office: Houston North

Nr: 1120912.015 Report ID: 0626600 Open Date: 01/27/2016

Ohl Usa, Inc.
12500 Nw Freeway Hwy 290
Houston, TX 77092 Union Status: NonUnion
SIC:
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 4020 South Industrial Drive Suite 260 , Austin, TX 78744

Inspection Type:	Fat/Cat			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	01/27/2016	
Emphasis:	L:Workzone	Close Case:	11/07/2016	
Related Activity:	Type	ID	Safety	Health
	Accident	1057701		

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations				1		1
Initial Penalty	$14,000	$0	$0	$0	$0	$14,000
Current Penalty	$0	$0	$0	$7,000	$0	$7,000
FTA Amount	$0	$0	$0	$0	$0	$0

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	01001	Serious	19260602 A09 II	03/07/2016	03/31/2016	$0	$7,000	$0		I - Informal Settlement
	2.	02001	Other	19260021 B02	07/07/2016	09/16/2016	$7,000	$7,000	$0		I - Informal Settlement

Accident Investigation Summary

Summary Nr: 82587.015 Event: 01/26/2016 Employee Is Struck And Killed By A Dump Truck

At 12:30 p.m. on January 26, 2016, four employees were walking and surveying a highway lane widening project. One of the employees knelt down to write on a notepad. A dump truck which was backing into the area to unload sand, backed over the kneeling employee. The employee was killed by his injuries.

Keywords: dump truck, run over

	Inspection	Degree	Nature	Occupation
1	1120912.015	Fatality	Other	Civil Engineer

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210

Additional Disclosures

1. Neither Judlau Contracting, Inc. nor any Affiliate or any current officer, director or employee of either the firm or any Affiliate, have been indicted or convicted of bid or other contract related crimes or violations within the past ten (10) years. Nonetheless, Obrascon Huarte Lain, S.A. ("**OHL S.A.**"), Judlau Contracting, Inc.'s ultimate, but not direct, parent company makes the following statement:

   On October 4th 2018 the governmental body called National Commission on Markets and Competition (official name in Spanish "Comisión Nacional de los Mercados y de la Competencia" or "CNMC") has notified OHL S.A. together with other seven Spanish construction companies (Acciona Construcción, Corsán-Corvian, Dragados, FCC Construcción, Ferrovial Agromán and Sacyr Construcción), the beginning of a sanction administrative proceeding for alleged restrictive competition practices (Ref: 611/17).

   In accordance with the resolution opening the above mentioned sanction proceeding, the anticompetitive practices consisted on agreements and exchange of information between the above mentioned companies with the objective of restricting the competition in relation with the request for proposals (tenders) of the different Public Administrations in Spain.

   The beginning of this administrative proceeding, which is not a judicial one, does not prejudice the final outcome of the initiated investigation. The CNMC has up to 18 months to issue a resolution on the sanction proceeding.

   After the notification of the administrative resolution, a contentious administrative appeal ("Recurso Contencioso Administrativo" in Spanish) may be filed against the same before the Courts of Justice. OHL S.A. considers that it has always complied with the Law at all times.

2. OHL S.A., Judlau Contracting, Inc.'s ultimate, but not direct, parent company makes the following and attached statement about former OHL S.A. Chairman Juan Miguel Villar Mir and former OHL S.A. Board Member Javier Lopez Madrid:

   Mr Juan Miguel Villar Mir resigned as member and chairman of the board of the OHL S.A. on June 23, 2016. While he served as chairman of the board of OHL S.A., he had no authority to act on behalf of the company at any moment. He was not an officer, employee and had no capacity to act on behalf of OHL.

   Mr. Javier Lopez Madrid resigned as a member of the board of OHL S.A. on May 9, 2017. While he served as a board member, he had no capacity to act on behalf of the company. He was not an officer or employee of the company.

   Attached please find additional statements concerning OHL S.A.

OHL voluntarily provides new information for the ongoing investigation of the *Audiencia Nacional* ("*Operación Lezo*")

- The Group has carried out a voluntary internal investigation amidst which it has identified two wire transfers in favor of the company Lauryn Group Inc. which were carried out during November 2007. There is no indication that these can be related to any illegal or illicit actions of any kind.
- The internal investigation has not identified any wire transfers ordered by Mr. Javier López Madrid, external proprietary director of the OHL Group since 2002, who has never held executive or representative duties in the Group.

Madrid, May 5 2017.- OHL, voluntarily and following the mandate issued by the Audit and Control Commission of its Board of Directors ("ACC"), and through the Internal Audit Directorate ("IAD") and the Compliance Directorate ("CD"), has voluntarily set forth an internal investigation within the parameters of the judicial requirement issued by the *Guardia Civil* on April 20 amidst the proceedings of *operación Lezo*, a criminal proceeding instructed by the judge of the National Court (*Audiencia Nacional*) Eloy Velasco.

Such investigation has focused on:

1. Determining if any of the OHL Group companies have carried out any wire transfer, in any location, which may correspond to that for an amount of 1.4 Mill € that, according to the media, and as it may be inferred by the information required by the judicial commission present at OHL's offices on April 20, allegedly was carried out by one of the companies of the OHL Group in favor of a Swiss bank account whose holder was a company named Lauryn Group Inc.
2. Determining if there are any indications or suspicions of irregularities in the proceeding for the bidding, awarding and execution of the administrative concession "*Cercanías Móstoles-Navalcarnero*" ("CEMONASA")
3. Determining if Mr. Javier López Madrid, External proprietary director since 2002 and who has never held executive or representative duties in the OHL Group, has had at any given time, the power or the capacity to order or instruct any Group employees to carry out payments of any kind, including wire transfers.

The initiative to further complete the official investigation and to voluntary supply any information in our possession demonstrates the corporate commitment for zero tolerance against corruption, the strict enforcement of our Corporate Code of Governance and the maximum transparency and collaboration with the judiciary that presides all of the actions of this Company.

More information on OHL

Begoña Moreno
Email: bmoreno@tinkle.es
Tel.: (+34) 91 702 25 82

Mar Yuste
Email: myuste@tinkle.es
Tel.: (+34) 91 702 10 10

The Company considers that, at this time, it is important to highlight that ever since the Group was incorporated in 1911 (including Obrascón Huarte Lain, S.A. and all of its national and international subsidiaries) and until this date, no employees or executives of OHL have been ever convicted for corruption whether in Spain or any other country.

Analysis of the identified transfers

By means of a computerized system ("ERP") two wire transfers have been identified, none of which corresponds with the allegedly carried out wire transfer, but which are indeed in favor of Lauryn Group Inc, a company incorporated in Panama and to a bank account held in the Anglo Irish Bank in Switzerland. These two transfers amount to a total of 2.5 million US Dollars and took place in November 2007.

Said transfers have been duly considered in OHL's accounting registries and have pertaining supporting invoices, which apparently correspond to regular transactions within the ordinary course of business of our companies. There are no indications that these might be related with any illegal or illicit actions of any kind.

All of the persons who directly or indirectly held executive duties for these transactions at the time of the transfers have long ceased to work for the Group either because of retirement, voluntary leave or redundancy.

Regardless of the fact that these conclusions are preliminary, since the investigation by the IAD and the DC is still ongoing, (by internal and external means) in order to clarify the facts to the maximum extent possible, OHL has provided the judicial authorities with these findings as soon as it has had knowledge of their existence.

No irregularities in the contracts for the *Cercanías Móstoles-Navalcarnero* (CEMONASA) concession

According to the conclusions of the preliminary internal analysis, there appears to be no indication or suspicion of any irregularity in the proceedings for the bidding, awarding and execution of CEMONASA and it may be concluded, under the current state of the works, that the awarding of the concession and all ensuing actions regarding such have been carried out with total transparency and under the rule of Law. Said internal preliminary analysis, states that there have been no irregularities and it further verifies that this contract has resulted in a ruinous project for OHL which has led to the biggest loss for the Group in a single Project in its whole history, with a total invested amount pending recovery for 259 million €. The concession managing company, CEMONASA, filed for insolvency proceedings months ago and is currently under liquidation.

Regarding this contract, the Autonomous Region of Madrid ("ARM") has requested the enforcement of the provided bank guarantees, in an action that the OHL Group deems unfair and which is currently challenged before the courts, alongside the considerable penalties imposed by the ARM. For this purpose, on 3 December 2016, OHL initiated legal actions against the ARM before the Madrid Superior Court of Justice (*Tribunal Superior de Justicia de Madrid*) claiming the reimbursement of the investments made as well as for the damages suffered.

From all of the above, it can be inferred that the ARM has always acted according to the law, with maximum transparency and rigor and without any beneficial treatment in favor of OHL.

More information on OHL

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Mar Yuste
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Tel.: (+34) 91 702 10 10

Mr. Javier López Madrid has never held executive or representative duties in the OHL Group

Mr. Javier López Madrid has never had the power or capacity to order, authorize or mandate any employees of the OHL Group to carry out payments of any kind, including wire transfers within the dates in which the wire transfer allegedly took place. Furthermore, he has never held executive or representative duties in the OHL Group.

As of today, Mr. Javier López Madrid is under investigation (*investigado*) in these proceedings and has not been formally charged with any crime. Neither OHL nor any of its employees have been charged with any crimes as well.

More information on OHL

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STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☐ Vendor

☒ Vendor's Parent Entity(ies) (100% ownership) Obrascon Huarte Lain Construccion Internacional, S.L. owns 100% of OHL USA, Inc. which in turn owns 100 % of Vendor.

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	I-294 Retaining Wall Construction, Grading, and Shoulder Rehabilitation
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	I-18-4446
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
Disclosing Entity	Obrascon Huarte Lain Construccion Internacional, S.L.U.
Disclosing Entity's Parent Entity	Obrascon Huarte Lain, S.A.
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Other ☒ If you selected Other, please describe: Foreign Company

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☒ Option 4 – Foreign Entities

4.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities
☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships
☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
			Click here to enter text.
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	Click here to enter text.
		Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain Construccion Internacional, S.L.U.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relat+ionships with units of State of Illinois government?

☐ Yes ☒ No.

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **Obrascon Huarte Lain Construccion Internacional, S.L.U.**

Signature: [redacted] Date: 04/25/2019

Printed Name: Enrique Gil Cerezo

Title: Estimating and Tendering Director

Phone Number: +34 913 48 43 99

Email Address: gile@ohle.es

State of Illinois Chief Procurement Office

Financial Disclosures and Conflicts of Interest

STEP 7 - Q4 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?

As with most construction companies, there may be, within the previous ten years, other minor adverse civil judgments and administrative findings against Obrascón Huarte Lain, S.A. (Parent Company of the Disclosing Entity) in the ordinary course of its operations, none of which prevent the company from being able to comply with its contractual obligations or undertake new projects.

As a listed company on the secondary market of the Madrid and Barcelona Stock Exchanges (Spain), the Company's equity and financial position results from the Interim Condensed Consolidated Financial Statements and Interim Director's report of the Company and Subsidiaries (the "**Group**") for the six-month period ended 30 June 2018, audited by Deloitte, S.L. on September 24, 2018, and prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and the other provisions of the regulatory financing reporting framework applicable to the Group.

The Consolidated Financial Statements state the most salient lawsuits arising from the ordinary course of its operations at the end of the first half of 2018. In addition to this 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. Consolidated Financial Statements of the Company and Subsidiaries are available on the Company's website (www.ohl.es).

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☐ Vendor

☒ Vendor's Parent Entity(ies) (100% ownership) Obrascon Huarte Lain, S.A. owns 100% of Obrascon Huarte Lain Construccion Internacional, S.L., which in turn owns 100% of OHL USA, Inc., which in turn owns 100 % of Vendor.

☐ Subcontractor(s) >$50,000 (annual value)

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	I-294 Retaining Wall Construction, Grading, and Shoulder Rehabilitation
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	I-18-4446
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
Disclosing Entity	Obrascon Huarte Lain, S.A.
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	None
Instrument of Ownership or Beneficial Interest	Other ☒ If you selected Other, please describe: Publicly Traded Foreign Company

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☒ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☒ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X

Name	Address	Percentage of Ownership	$ Value of Ownership
			Click here to enter text.
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

Name	Address	% of Distributive Income	$ Value of Distributive Income
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.
		Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **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

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☒ No.

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: **Obrascon Huarte Lain , S.A.**

Signature: [redacted] Date: 04/25/2019

Printed Name: Enrique Gil Cerezo

Title: Estimating and Tendering Director

Phone Number: +34 913 48 43 99

Email Address: gile@ohl.es

STEP 7 - Q4 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?

As with most construction companies, there may be, within the previous ten years, other minor adverse civil judgments and administrative findings against Obrascón Huarte Lain, S.A. (Disclosing Entity) in the ordinary course of its operations, none of which prevent the company from being able to comply with its contractual obligations or undertake new projects.

As a listed company on the secondary market of the Madrid and Barcelona Stock Exchanges (Spain), the Company's equity and financial position results from the Interim Condensed Consolidated Financial Statements and Interim Director's report of the Company and Subsidiaries (the "**Group**") for the six-month period ended 30 June 2018, audited by Deloitte, S.L. on September 24, 2018, and prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and the other provisions of the regulatory financing reporting framework applicable to the Group.

The Consolidated Financial Statements state the most salient lawsuits arising from the ordinary course of its operations at the end of the first half of 2018. In addition to this 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. Consolidated Financial Statements of the Company and Subsidiaries are available on the Company's website (www.ohl.es).

Recognition of revenue from long-term contracts and amounts to be billed for work performed

Description

The Group uses the percentage of completion method to recognise revenue from long-term construction contracts.

This revenue recognition method was a key matter in our audit, since it affects the valuation of the amounts to be billed for work performed (ABWP), which at 31 December 2017 totalled EUR 1,039 million, and a very significant amount of total consolidated revenue, and requires Group management to make significant estimates relating mainly to the expected outcome of the contract, the amount of costs yet to be incurred, the measurement of the work completed in the period, and the probability of recovering the amounts of claims and modifications to the initial contract which, although not approved by the end customer, the Group considers it is likely to be entitled to receive, taking into account the status of the negotiations and the requirements of the applicable regulatory framework in this regard.

These judgements and estimates are made by the persons in charge of performing the construction work, are subsequently reviewed at the various levels of the organisation, and are submitted to controls designed to ensure the consistency and reasonableness of the criteria applied. In this connection, the construction project budgets, contract modifications and claims or damage caused affecting the judgements and estimates must be very closely monitored.

As indicated in Note 3.9, these judgements and estimates include most notably those associated with the Hospital de Sidra project, which has amounts to be billed for work performed, in dispute, of EUR 346 million.

Procedures applied in the audit

Our audit procedures included a detailed analysis of a selection of projects, based on qualitative and quantitative factors, in order to evaluate the reasonableness of the assumptions and hypotheses used by the Group. For this purpose, we held meetings with technical personnel of the Group and involved our internal infrastructure project specialists in order to evaluate, for certain significant projects, both the reasonableness of the assumptions and hypotheses used in updating the estimated costs, and the consistency of the stage of completion in relation to the actual units of work completed. We also reviewed the estimates made by the Group in 2016 with respect to the actual data for the contracts in 2017.

As regards the amounts to be billed for work performed, we analysed whether the recognition of revenue from work in progress that has not been approved by the end customer is appropriate in light of the applicable framework. To this end, and in order to obtain evidence about the recoverability of the collection rights arising from contract modifications and claims, we evaluated the evidence provided by management, including, inter alia, legal opinions and correspondence with customers. With respect to a selection of contracts based on qualitative and quantitative factors, we analysed the reasonableness of the most significant positions.

Lastly, we verified that the notes to the accompanying consolidated financial statements include the related disclosures required by the financial reporting framework. In this regard, the disclosures in Notes 2.6.15, 3.9 and 4.6.2.5 to the consolidated financial statements in connection with this matter are in conformity with those required by the applicable accounting regulations.

Obrascón Huarte Lain, S.A. and Subsidiaries

Consolidated Financial Statements for the year ended 31 December 2017 and Consolidated Directors' Report, together with Independent Auditor's 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 consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

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España

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www.deloitte.es

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 consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

INDEPENDENT AUDITOR'S REPORT ON CONSOLIDATED FINANCIAL STATEMENTS

To the Shareholders of Obrascón Huarte Lain, S.A.,

Report on the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Obrascón Huarte Lain, S.A. (the Parent) and its subsidiaries (the Group), which comprise the consolidated balance sheet as at 31 December 2017, and the consolidated statement of profit or loss, consolidated statement of comprehensive income, consolidated statement of changes in equity, consolidated statement of cash flows and notes to the consolidated financial statements for the year then ended.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated equity and consolidated financial position of the Group as at 31 December 2017, and its consolidated results and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union (EU-IFRSs) and the other provisions of the regulatory financial reporting framework applicable to the Group in Spain.

Basis for Opinion

We conducted our audit in accordance with the audit regulations in force in Spain. Our responsibilities under those regulations are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report.

We are independent of the Group in accordance with the ethical requirements, including those pertaining to independence, that are relevant to our audit of the consolidated financial statements in Spain pursuant to the audit regulations in force. In this regard, we have not provided any services other than those relating to the audit of financial statements and there have not been any situations or circumstances that, in accordance with the aforementioned audit regulations, might have affected the requisite independence in such a way as to compromise our independence.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

As indicated in Notes 3.17 and 4.2.1 to the accompanying consolidated financial statements, in March 2017 the Group formalised a multi-product finance facility in order to cater for the future needs arising from its business plan. The availability of this facility, which matures in 2018, is tied to compliance with a plan that included significant divestments that the Group had to perform prior to 2017 year-end. In the course of 2017 the initial agreement was novated in order to adapt the cash requirements to the Group's various activities. Also, after year-end, certain waivers were obtained from the banks with respect to the requirement to achieve financial ratios associated with the syndicated and multi-product financing arrangements. These waivers are tied to the obligation to repay both financing agreements once the divestment in progress has been formalised.

Deloitte, S.L. Inscrita en el Registro Mercantil de Madrid, tomo 13.650, sección 8ª, olio 188, hoja M-54414, inscripción 96ª.
C.I.F.: B-79104469. Domicilio social: Plaza Pablo Ruiz Picasso, 1, Torre Picasso, 28020, Madrid.

In this context, as indicated in Note 1.3 to the accompanying consolidated financial statements, in November the Group entered into an agreement to sell all the share capital of OHL Concesiones, S.A.U. (the parent of the Group's Concessions Division), for approximately EUR 2,200 million, which included certain conditions precedent that had not yet been fulfilled at the date of this auditor's report. The directors of the Parent of the OHL Group prepared these consolidated financial statements in accordance with the going concern basis of accounting, on the assumption that the Group's financial capacity and, consequently, the continuity of its operations will be guaranteed by the inflow of the funds arising from the aforementioned divestment.

Accordingly, at the present date, a material uncertainty exists that may cast doubt on the Group's ability to continue as a going concern and to realise its assets and settle its liabilities for the amounts and with the classification reflected in the accompanying consolidated financial statements, which depends on the fulfilment of the conditions precedent required for the effectiveness of the sale agreement mentioned above. Our opinion is not modified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

In addition to the matter described in the *Material Uncertainty Related to Going Concern* section, we have determined the matters described below to be the key audit matters to be communicated in our report.

Recognition and measurement of concession infrastructure recognised as discontinued operations

Description

As a result of the agreement for the sale of all the share capital of OHL Concesiones, S.A.U., at 2017 year-end the Group recognised non-current assets classified as held for sale and discontinued operations, amounting to EUR 8,023 million, and liabilities associated with non-current assets classified as held for sale and discontinued operations, amounting to EUR 4,142 million, in the consolidated balance sheet. The Group also recognised the Concessions Division's net profit for the year in a single line item, as profit for the year from discontinued operations, in the consolidated statement of profit or loss, and it adjusted, for comparison purposes and in accordance with accounting legislation, the consolidated statement of profit or loss for the previous year. Similarly, the cash flows for 2017 and 2016 associated with the discontinued operation are presented separately.

The classification of non-current assets and associated liabilities as held for sale and discontinued operations is a key matter in our audit, since it requires the directors to make judgements as to whether the requirements established by accounting regulations have been met, in particular those relating to the probability that the divestment will take place in the short term and the estimate of the recoverable amount of the assets.

Procedures applied in the audit

Our audit procedures included, among others, the obtainment and analysis of the evidence supporting the classification of these assets, checking the supporting records for the divestment decisions taken at the appropriate level of management, as well as the review of the agreement for the sale of all the share capital of OHL Concesiones, S.A.U. in order to adequately understand the conditions precedent included therein, the periods considered and their situation at the date of the audit opinion.

Also, we analysed the reasonableness of the estimates made by the directors in terms of the valuation of the division, reviewing whether its carrying amount is consistent with the price agreed between the parties to the sale agreement.

Lastly, we evaluated whether the disclosures included in Notes 1.3 and 3.8 to the accompanying consolidated financial statements in connection with this matter are in conformity with those required by the applicable accounting regulations.

Non-current financial assets involved in insolvency proceedings

Description

As indicated in Note 3.6 to the accompanying consolidated financial statements, at 2017 year-end, the Group recognised under "Non-Current Financial Assets - Investment Securities" and "Non-Current Financial Assets - Other Receivables", the equity interests in and the loans and guarantees granted to Eje Aeropuerto, S.A. and Cercanías Móstoles Navalcarnero, S.A. ("Cemonasa"), amounting to EUR 59.9 million and EUR 160.3 million, respectively. Both of these companies are in liquidation and the concession arrangements constituting their core business activities have been terminated.

The Group tests these assets for impairment each year in order to estimate their recoverable amount. The Parent's directors consider that in a base-case resolution scenario, which is inferior to that requested by the liquidator of Eje Aeropuerto, the net investment recognised and the balances receivable associated with the construction of the infrastructure will be recovered. Also, in the case of Cemonasa, they consider that the concession arrangement supports the right to recover the net investment and the loans held at the end of 2017.

This is a key matter for our audit, since the Parent's directors' assessment of possible impairment is a complex process that includes a significant level of estimates, judgements and assumptions, including most notably the interpretation of the legal framework of the concession arrangements and the right to request an early termination value from the Spanish State, aspects which are supplemented by expert reports and third-party legal opinions that support the conclusions reached by the Group.

Procedures applied in the audit

Our audit procedures included, among others, an analysis of the concession arrangements of the companies in liquidation and of the judgements made by the directors based on the opinion of their legal advisers.

For this purpose, we obtained the legal analyses of the lawyers and legal advisers used by the Group, and the third-party expert reports available.

We analysed the reasonableness of the conclusions reached by the Group's directors considering the various factors on which those conclusions were based.

In addition, we analysed and concluded upon the suitability of the accounting treatment applied by the Group, including the disclosures made in relation to these matters, which are contained in Notes 3.6 and 4.6.2.5 to the accompanying consolidated financial statements for 2017, including the description of the existing uncertainty resulting from the insolvency and liquidation of the investments, the recoverability of which will depend on the final resolution of the aforementioned liquidation proceedings.

Other Information: Consolidated Directors' Report

The other information comprises only the consolidated directors' report for 2017, the preparation of which is the responsibility of the Parent's directors and which does not form part of the consolidated financial statements.

Our audit opinion on the consolidated financial statements does not cover the consolidated directors' report. Our responsibility relating to the information contained in the consolidated directors' report is defined in the audit regulations in force, which establish two distinct levels of review:

a) A specific level that applies to the consolidated non-financial information statement, as well as to certain information included in the Corporate Governance Report, as defined in Article 35.2.b) of Spanish Audit Law 22/2015, which consists solely of checking that the aforementioned information has been provided in the consolidated directors' report and, if this is not the case, reporting this fact.

b) A general level applicable to the other information included in the consolidated directors' report, which consists of evaluating and reporting on whether the aforementioned information is consistent with the consolidated financial statements, based on the knowledge of the Group obtained in the audit of those consolidated financial statements and excluding any information other than that obtained as evidence during the audit, as well as evaluating and reporting on whether the content and presentation of the consolidated directors' report are in conformity with the applicable regulations. If, based on the work we have performed, we conclude that there are material misstatements, we are required to report that fact.

Based on the work performed, as described in the preceding paragraphs, we have checked that the specific information described in section a) above has been provided and that the other information in the consolidated directors' report is consistent with that contained in the consolidated financial statements for 2017 and its content and presentation are in conformity with the applicable regulations.

Responsibilities of the Directors and of the Audit Committee of the Parent for the Consolidated Financial Statements

The Parent's directors are responsible for preparing the accompanying consolidated financial statements so that they present fairly the Group's consolidated equity, consolidated financial position and consolidated results in accordance with EU-IFRSs and the other provisions of the regulatory financial reporting framework applicable to the Group in Spain, and for such internal control as the directors determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the Parent's directors are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

The Parent's audit committee is responsible for overseeing the process involved in the preparation and presentation of the consolidated financial statements.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the audit regulations in force in Spain will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

A further description of our responsibilities for the audit of the consolidated financial statements is included in Appendix I to this auditor's report. This description, which is on pages 8 and 9, forms part of our auditor's report.

Report on Other Legal and Regulatory Requirements

Additional Report to the Parent's Audit Committee

The opinion expressed in this report is consistent with the content of our additional report to the Parent's audit committee dated 26 February 2018.

Engagement Period

The Annual General Meeting held on 9 May 2017 appointed us as auditors for a period of one year from the year ended 31 December 2016, i.e. for 2017.

Previously, we were designated pursuant to a resolution of the General Meeting for the period of one year and have been auditing the consolidated financial statements uninterruptedly since the year ended 31 December 1990, taking into account the content of Article 17.8 of Regulation (EU) No 537/2014 on specific requirements regarding statutory audit of public-interest entities.

DELOITTE, S.L.
Registered in ROAC under no. S0692

[redacted]

Ignacio Alcaraz Elorrieta
Registered in ROAC under no. 20687

28 February 2018

Appendix I to our auditor's report

Further to the information contained in our auditor's report, in this Appendix we include our responsibilities in relation to the audit of the consolidated financial statements.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

As part of an audit in accordance with the audit regulations in force in Spain, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Parent's directors.

- Conclude on the appropriateness of the use by the Parent's directors of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with the Parent's audit committee regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the Parent's audit committee with a statement that we have complied with relevant ethical requirements, including those regarding independence, and we have communicated with it to report on all matters that may reasonably be thought to jeopardise our independence, and where applicable, on the related safeguards.

From the matters communicated with the Parent's audit committee, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters.

We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

OBRASCÓN HUARTE LAIN, S.A.
AND SUBSIDIARIES

Consolidated financial statements and directors' report
for the year ended 31 December 2017

Contents

FINANCIAL STATEMENTS

Consolidated balance sheets as at 31 December 2017 and 2016 1

Consolidated statements of profit or loss for the years ended 31 December 2017 and 2016 3

Consolidated statements of comprehensive income for the years ended 31 December 2017 and 2016 4

Consolidated statements of changes in equity for the years ended 31 December 2017 and 2016 5

Consolidated statements of cash flows for the years ended 31 December 2017 and 2016 6

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1.- GENERAL INFORMATION ---------- 7

1.1.- Company name and registered office 7

1.2- Business activities 7

1.3.- Discontinued operation 8

1.4.- Loss for the year, changes in equity attributable to the Parent and changes in cash flows 9

1.5.- Proposed allocation of loss and dividend 10

1.6.- Earnings per share 10

2.- BASIS OF PRESENTATION AND BASIS OF CONSOLIDATION ---------- 11

2.1.- Basis of presentation 11

2.2.- International Financial Reporting Standards (IFRSs) 11

2.3.- Functional currency 14

2.4.- Responsibility for the information and use of estimates 15

2.5.- Basis of consolidation 15

2.6.- Accounting principles and policies and measurement bases applied 17

3.- NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS ---------- 33

3.1.- Intangible assets 33

3.2.- Concession infrastructure 34

3.3.- Property, plant and equipment 39

3.4.- Investment property 41

3.5.- Goodwill 42

3.6.- Financial assets 42

3.7.- Joint arrangements 45

3.8.- Non-current assets and liabilities classified as held for sale and discontinued operations 47

3.9.- Trade and other receivables 51

3.10.- Cash and cash equivalents 54

3.11.- Share capital 54
3.12.- Share premium 55
3.13.- Treasury shares 55
3.14.- Reserves 56
3.15.- Valuation adjustments 57
3.16.- Non-controlling interests 58
3.17.- Bank borrowings and debt instruments and other marketable securities 61
3.18.- Other financial liabilities 66
3.19.- Provisions 74
3.20.- Other liabilities 76
3.21.- Tax matters 76
3.22.- Income and expenses 82
3.23.- Consolidated statement of cash flows 89
4.- OTHER DISCLOSURES 90
4.1.- Segment reporting 90
4.2.- Risk management policy 96
4.3.- Number of employees 103
4.4.- Related party transactions 103
4.5 Backlog 110
4.6.- Contingent assets and contingent liabilities 111
4.7.- Disclosures on the payment periods to suppliers. Additional Provision Three. "Disclosure obligation" provided for in Law 15/2010, of 5 July 118
4.8.- Remuneration of directors and senior executives 119
4.9.- Fees paid to auditors 120
5.- EVENTS AFTER THE REPORTING PERIOD 122
6.- EXPLANATION ADDED FOR TRANSLATION TO ENGLISH 122

Thousands of euros

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated balance sheets as at 31 December 2017 and 2016

ASSETS	Notes	31/12/17	31/12/16
NON-CURRENT ASSETS			
Intangible assets	3.1.		
Intangible assets		449,460	486,162
Accumulated amortisation		(218,012)	(211,648)
		231,448	**274,514**
Concession infrastructure	3.2.		
Intangible asset model		12,356	1,199,054
Financial asset model		54,417	5,240,580
		66,773	**6,439,634**
Property, plant and equipment	3.3.		
Land and buildings		118,518	130,332
Machinery		383,177	437,571
Other fixtures, tools and furniture		97,749	116,587
Advances and property, plant and equipment in the course of construction		13,261	6,237
Other items of property, plant and equipment		61,648	74,135
Accumulated depreciation and impairment losses		(462,294)	(507,851)
		212,059	**257,011**
Investment property	3.4.	**73,284**	**66,837**
Goodwill	3.5.	**12,515**	**12,515**
Non-current financial assets	3.6.		
Investment securities		209,113	113,864
Other receivables		450,037	378,300
Deposits and guarantees given		123,798	157,039
Impairment losses		(281,957)	(246,372)
		500,991	**402,831**
Investments accounted for using the equity method	3.7.	**303,127**	**513,611**
Deferred tax assets	3.21.	**265,056**	**622,114**
TOTAL NON-CURRENT ASSETS		**1,665,253**	**8,589,067**
CURRENT ASSETS			
Non-current assets classified as held for sale and discontinued operations	3.8.	**8,023,590**	**491,963**
Inventories			
Embodiment items, fungibles and replacement parts for machinery		57,029	63,971
Auxiliary shop projects and site installations		29,340	32,105
Advances to suppliers and subcontractors		68,278	117,804
Write-downs		(2,243)	(1,993)
		152,404	**211,887**
Trade and other receivables	3.9.		
Trade receivables for sales and services		1,710,407	1,806,382
Receivable from associates		172,163	254,050
Employee receivables		1,655	2,435
Tax receivables	3.21.	89,650	204,366
Sundry accounts receivable		68,230	142,253
Write-downs		(305,930)	(329,268)
		1,736,175	**2,080,218**
Current financial assets	3.6.		
Investment securities		46,660	396,168
Other receivables		100,762	271,412
Deposits and guarantees given		6,106	12,950
Write-downs		(13,409)	(17,082)
		140,119	**663,448**
Current income tax assets		**17,330**	**23,089**
Other current assets		**39,404**	**42,802**
Cash and cash equivalents	3.10.	**434,210**	**817,872**
TOTAL CURRENT ASSETS		**10,543,232**	**4,331,279**
TOTAL ASSETS		**12,208,485**	**12,920,346**

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated balance sheet as at 31 December 2017.

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of e discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated balance sheets as at 31 December 2017 and 2016

EQUITY AND LIABILITIES	Notes	31/12/17	31/12/16
EQUITY			
Share capital	**3.11.**	179,255	179,255
Share premium	**3.12.**	1,265,300	1,265,300
Treasury shares	**3.13.**	(48,638)	(46,145)
Reserves	**3.14.**	(691,193)	(173,645)
Reserves of consolidated companies	**3.14.**	2,225,326	2,235,397
Valuation adjustments	**3.15.**	(751,309)	(588,135)
Consolidated loss for the year attributable to the Parent	**3.22.**	(12,076)	(432,338)
TOTAL EQUITY ATTRIBUTABLE TO THE PARENT		**2,166,665**	**2,439,689**
Non-controlling interests	**3.16.**	**2,016,563**	**1,603,204**
TOTAL EQUITY		**4,183,228**	**4,042,893**
NON-CURRENT LIABILITIES			
Debt instruments and other marketable securities	**3.17.**		
Corporate bond issues		883,385	1,473,418
Bond issues of concession operators		-	539,994
		883,385	**2,013,412**
Bank borrowings	**3.17.**		
Mortgage and other loans		10,171	659,813
Loans of concession operators		-	1,103,840
		10,171	**1,763,653**
Other financial liabilities	**3.18.**	**4,433**	**53,043**
Deferred tax liabilities	**3.21.**	**139,493**	**1,246,334**
Provisions	**3.19.**	**50,122**	**199,352**
Deferred income		**20,651**	**12,199**
Other non-current liabilities	**3.20.**	**15,867**	**165,913**
TOTAL NON-CURRENT LIABILITIES		**1,124,122**	**5,453,906**
CURRENT LIABILITIES			
Liabilities associated with non-current assets classified as held for sale and discontinued operations	**3.8.**	**4,141,724**	**220,008**
Debt instruments and other marketable securities	**3.17.**		
Corporate bond issues		21,341	31,332
Bond issues of concession operators		-	6,637
		21,341	**37,969**
Bank borrowings	**3.17.**		
Mortgage and other loans		606,111	499,660
Loans of concession operators		52,058	66,282
Unmatured accrued interest payable		1,168	4,618
Unmatured accrued interest payable of concession operators		1	6,672
		659,338	**577,232**
Other financial liabilities	**3.18.**	**4,767**	**7,055**
Trade and other payables			
Customer advances	**3.9.**	477,757	461,614
Accounts payable for purchases and services		1,106,619	1,405,193
Notes payable		10,954	19,256
		1,595,330	**1,886,063**
Provisions	**3.19.**	**225,374**	**298,230**
Current income tax liabilities		**19,570**	**29,357**
Other current liabilities	**3.20.**		
Payable to associates		88,998	97,511
Remuneration payable		30,283	25,940
Tax payables	**3.21.**	88,762	137,106
Other non-trade payables		22,717	101,841
Guarantees and deposits received		2,610	1,489
Other		321	3,746
		233,691	**367,633**
TOTAL CURRENT LIABILITIES		**6,901,135**	**3,423,547**
TOTAL EQUITY AND LIABILITIES		**12,208,485**	**12,920,346**

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated balance sheet as at 31 December 2017.

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated statements of profit or loss
for the years ended 31 December 2017 and 2016

	Notes	2017	2016 (*)
Revenue	3.22.	3,216,351	3,342,369
Other operating income		166,842	181,483
Total operating income		**3,383,193**	**3,523,852**
Procurements		(2,118,250)	(2,600,073)
Staff costs	3.22.	(839,321)	(854,777)
Other operating expenses	3.22.	(482,161)	(645,313)
Depreciation and amortisation charge		(73,395)	(100,270)
Changes in provisions and allowances		(2,803)	(29,436)
LOSS FROM OPERATIONS		**(132,737)**	**(706,017)**
Finance income	3.22.	35,531	24,709
Finance costs	3.22.	(86,452)	(93,072)
Net exchange differences		(26,780)	8,418
Net gains (losses) on remeasurement of financial instruments at fair value	3.22.	32,552	(73,937)
Result of companies accounted for using the equity method		(45,452)	(148,885)
Impairment and gains or losses on disposals of financial instruments	3.22.	(1,477)	99,115
LOSS BEFORE TAX		**(224,815)**	**(889,669)**
Income tax	3.21.	7,288	32,055
LOSS FOR THE YEAR FROM CONTINUING OPERATIONS		**(217,527)**	**(857,614)**
Profit for the year from discontinued operations, net of tax	3.8.	**497,583**	**622,298**
CONSOLIDATED PROFIT (LOSS) FOR THE YEAR		**280,056**	**(235,316)**
Loss from continuing operations attributable to non-controlling interests	3.16.	381	3,467
Profit from discontinued operations attributable to non-controlling interests	3.16.	(292,513)	(200,489)
CONSOLIDATED LOSS FOR THE YEAR ATTRIBUTABLE TO THE PARENT	3.22.	**(12,076)**	**(432,338)**
Earnings / (loss) per share:			
Basic	1.6.	**(0.04)**	**(1.47)**
Diluted	1.6.	**(0.04)**	**(1.47)**
Earnings / (loss) per share from discontinued operations:			
Basic	1.6.	**0.72**	**1.44**
Diluted	1.6.	**0.72**	**1.44**

(*) Restated

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated statement of profit or loss for the year ended 31 December 2017.

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated statements of comprehensive income for the years ended 31 December 2017 and 2016

	2017	2016 (*)
CONSOLIDATED PROFIT (LOSS) FOR THE YEAR	**280,056**	**(235,316)**
INCOME AND EXPENSE RECOGNISED DIRECTLY IN EQUITY	**(424,873)**	**(451,511)**
Revaluation of financial instruments	(6,326)	(15,929)
Cash flow hedges	10,467	55,556
Translation differences	(426,400)	(485,813)
Companies accounted for using the equity method	(1,550)	9,205
Tax effect	(1,064)	(14,530)
TRANSFERS TO PROFIT OR LOSS	**29,885**	**106,850**
Revaluation of financial instruments	22,255	-
Cash flow hedges	18,706	35,778
Translation differences	(8,175)	(3,837)
Companies accounted for using the equity method	4,235	84,373
Tax effect	(7,136)	(9,464)
TOTAL COMPREHENSIVE INCOME	**(114,932)**	**(579,977)**
Attributable to the Parent	(175,250)	(573,492)
Attributable to non-controlling interests	60,318	(6,485)

(*) Restated

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated statement of comprehensive income for the year ended 31 December 2017.

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated statements of changes in equity for the years ended 31 December 2017 and 2016

	Equity attributable to the Parent							
	Share capital	Share premium and reserves	Treasury shares	Consolidated profit (loss) for the year attributable to the Parent	Valuation adjustments	Total equity attributable to the Parent	Non-controlling interests	Total equity
Ending balance at 31 December 2015	**179,255**	**3,262,958**	**(3,908)**	**55,632**	**(446,981)**	**3,046,956**	**1,764,718**	**4,811,674**
Total comprehensive income	**-**	**-**	**-**	**(432,338)**	**(141,154)**	**(573,492)**	**(6,485)**	**(579,977)**
Transactions with shareholders or owners	**-**	**(14,367)**	**(42,237)**	**-**	**-**	**(56,604)**	**-**	**(56,604)**
Capital increases	-	(231)	-	-	-	(231)	-	(231)
Dividends paid	-	(13,719)	-	-	-	(13,719)	-	(13,719)
Treasury share transactions	-	(417)	(42,237)	-	-	(42,654)	-	(42,654)
Other changes in equity	**-**	**78,461**	**-**	**(55,632)**	**-**	**22,829**	**(155,029)**	**(132,200)**
Transfers between equity items	-	55,632	-	(55,632)	-	-	-	-
Other changes	-	22,829	-	-	-	22,829	(155,029)	(132,200)
Ending balance at 31 December 2016	**179,255**	**3,327,052**	**(46,145)**	**(432,338)**	**(588,135)**	**2,439,689**	**1,603,204**	**4,042,893**
Total comprehensive income	**-**	**-**	**-**	**(12,076)**	**(163,174)**	**(175,250)**	**60,318**	**(114,932)**
Transactions with shareholders or owners	**-**	**279**	**(2,493)**	**-**	**-**	**(2,214)**	**-**	**(2,214)**
Capital increases	-	-	-	-	-	-	-	-
Dividends paid	-	-	-	-	-	-	-	-
Treasury share transactions	-	279	(2,493)	-	-	(2,214)	-	(2,214)
Other changes in equity	**-**	**(527,898)**	**-**	**432,338**	**-**	**(95,560)**	**353,041**	**257,481**
Transfers between equity items	-	(432,338)	-	432,338	-	-	-	-
Other changes	-	(95,560)	-	-	-	(95,560)	353,041	257,481
Ending balance at 31 December 2017	**179,255**	**2,799,433**	**(48,638)**	**(12,076)**	**(751,309)**	**2,166,665**	**2,016,563**	**4,183,228**

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated statement of changes in equity for the year ended 31 December 2017.

Thousands of euros

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Consolidated statements of cash flows
for the years ended 31 December 2017 and 2016

	2017	2016 (*)
A) CASH FLOWS FROM OPERATING ACTIVITIES	**(158,343)**	**(384,303)**
Loss before tax	(224,815)	(889,669)
Adjustments for:	168,276	313,358
Depreciation and amortisation charge	73,395	100,270
Other adjustments to loss	94,881	213,088
Changes in working capital	(185,851)	173,498
Other cash flows from operating activities	84,047	18,510
Dividends received	458	137
Income tax recovered (paid)	(38,936)	(41,735)
Other amounts received (paid) relating to operating activities	122,525	60,108
B) CASH FLOWS FROM INVESTING ACTIVITIES	**41,519**	**83,069**
Payments due to investment	(189,787)	(437,367)
Group companies, associates and business units	(30,711)	(89,552)
Property, plant and equipment, intangible assets and investment property	(96,273)	(48,945)
Other financial assets	(62,803)	(298,870)
Proceeds from disposal	279,379	179,326
Group companies, associates and business units	248,675	142,680
Property, plant and equipment, intangible assets and investment property	30,704	36,646
Other financial assets		-
Other cash flows from investing activities	(48,073)	341,110
Interest received	35,527	24,710
Other amounts received (paid) relating to investing activities	(83,600)	316,400
C) CASH FLOWS FROM FINANCING ACTIVITIES	**(58,464)**	**158,803**
Proceeds and (payments) relating to equity instruments	(2,212)	(42,655)
Issue		
Acquisition	(63,937)	(155,566)
Disposal	61,725	112,911
Proceeds and (payments) relating to financial liability instruments	31,274	312,743
Issue	408,162	663,516
Repayment	(376,888)	(350,773)
Dividends and returns on other equity instruments paid	-	(13,719)
Other cash flows from financing activities	(87,526)	(97,566)
Interest paid	(86,021)	(93,715)
Other amounts received (paid) relating to financing activities	(1,505)	(3,851)
D) EFFECT OF FOREIGN EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENT	**(21,293)**	**4,694**
E) NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS (A+B+C+D)	**(196,581)**	**(137,737)**
F) CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	**630,791**	**768,528**
G) CASH AND CASH EQUIVALENTS AT END OF YEAR (E+F)	**434,210**	**630,791**

COMPONENTS OF CASH AND CASH EQUIVALENTS AT END OF YEAR		
Cash on hand and at banks	410,139	609,524
Other financial assets	24,071	21,267
TOTAL CASH AND CASH EQUIVALENTS AT END OF YEAR	**434,210**	**630,791**

(*) Restated

Note: the accompanying Notes 1 to 6 are an integral part of the consolidated statement of cash flows for the year ended 31 December 2017.

CASH FLOWS FROM DISCONTINUED OPERATIONS

A) Cash flows from operating activities	364,284	144,000
B) Cash flows from investing activities	456,424	1,099,822
C) Cash flows from financing activities	(462,980)	(1,379,223)
D) Net cash flows from discontinued operations (A+B+C)	**357,728**	**(135,401)**

Translation of consolidated financial statements originally issued in Spanish and prepared in accordance with the regulatory financial reporting framework applicable to the Group in Spain (see Notes 2 and 6). In the event of a discrepancy, the Spanish-language version prevails.

OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2017

1.- GENERAL INFORMATION

1.1.- Company name and registered office

Obrascón Huarte Lain, S.A., formerly Sociedad General de Obras y Construcciones Obrascón, S.A., (the Parent), was incorporated on 15 May 1911 and has its registered office in Madrid, at Paseo de la Castellana, 259 D.

1.2- Business activities

The main business activities carried on by the companies composing the Obrascón Huarte Lain Group are as follows:

Concessions

Operation of administrative infrastructure concessions, relating mainly to transport, car parks, ports and airports.

This business activity was classified as a discontinued operation in 2017 (see Note 1.3).

Engineering and Construction

Construction

Construction of all manner of civil engineering works and building construction for public- and private-sector customers, both in Spain and abroad.

Industrial

Industrial engineering, particularly complete industrial plants and systems, including the design, construction, maintenance and operation thereof and any other activity related to oil and gas, energy, solids engineering and fire safety systems.

Services

Servicing of properties and infrastructure maintenance for all types of properties, housing and offices.

Development

Development and operation of top quality mixed-use hotel-related real estate projects.

1.3.- Discontinued operation

On 16 October 2017, OHL and IFM Investors entered into an agreement for the acquisition by IFM Investors of all the share capital of OHL Concesiones, S.A.U., the main terms and conditions of which are as follows:

- The sale price was set at EUR 2,775 million, which will be paid by IFM Investors on completion of the transaction, subject to the customary adjustments for this type of transaction (net debt, exchange rate and cash contributed to each project).

  The OHL Group estimates that, after thesè adjustments, the amount to be paid by IFM Investors will be EUR 2,235 million.

- Cercanías Móstoles Navalcarnero and Autopista Eje Aeropuerto, companies in liquidation, were excluded from the scope of the transaction and, as a result, they will be transferred to OHL, S.A. at the net cost at which they were recognised by OHL Concesiones, S.A.U. Therefore, OHL, S.A. will be entitled to receive all the compensation arising from the liquidation processes.

On 30 November 2017, the corresponding agreement was signed with IFM Investors (through its subsidiary Global Infraico, S.L.U.), pursuant to which the acquisition will take effect.

This agreement also includes certain customary indemnity clauses whereby OHL is responsible for meeting any liabilities and obligations arising from events prior to the agreement that may be settled in the future.

As provided for in Article 160 f) of the Spanish Limited Liability Companies Law, an Extraordinary General Meeting was called for 9 January 2018, at which the transaction was approved.

The transaction is conditional upon, among other factors, the obtainment of the required authorisation from the competent Mexican authorities, the obtainment of a waiver from certain financial creditors, and the approval and launch of a tender offer by IFM Investors or a subsidiary for the share capital of OHL México, S.A.B. de C.V. not owned by IFM Investors at the transaction completion date.

On the basis of the foregoing, and pursuant to IFRS 5, in 2017 the assets and liabilities of the discontinued Concessions line of business were recognised under "Non-Current Assets Classified as Held for Sale and Discontinued Operations" and "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations".

The discontinuation of the Concessions line of business meant that:

- In the consolidated balance sheet as at 31 December 2017 all OHL Concesiones, S.A.U.'s assets were presented as a single line item under "Non-Current Assets Classified as Held for Sale and Discontinued Operations" and all its liabilities as a single line item under "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations".
- In the consolidated statements of profit or loss for 2017 and 2016, the profit net of tax and before non-controlling interests was presented as a single line item under "Profit for the Year from Discontinued Operations Net of Tax".
- The consolidated statements of cash flows for 2017 and 2016 were obtained after adjusting the 2016 and 2015 balances in line with 2017.

The balance sheet of the Concessions business for 2017, broken down by the main items, and a detail of the items in its statements of profit or loss for 2017 and 2016 that make up "Profit for the Year from Discontinued Operations Net of Tax" are shown in Note 3.8.

Also, the disclosures on "Employees" and "Backlog" do not include data for the discontinued Concessions line of business and, therefore, the information relating to 2016 was restated.

1.4.- Loss for the year, changes in equity attributable to the Parent and changes in cash flows

Loss for the year

The consolidated loss for 2017 attributable to the Parent amounted to EUR (12,076) thousand, representing -0.4% of revenue.

	Thousands of euros		
	2017	2016 (*)	% change
Revenue	3,216,351	3,342,369	-3.8
EBITDA(**)	**(56,539)**	**(576,311)**	**90.2**
EBIT	**(132,737)**	**(706,017)**	**81.2**
Financial and other results	(92,078)	(183,652)	49.9
Loss before tax	**(224,815)**	**(889,669)**	**74.7**
Income tax	7,288	32,055	-77.3
Loss for the year from continuing operations	**(217,527)**	**(857,614)**	**74.6**
Profit for the year from discontinued operations	497,583	622,298	-20.0
Profit attributable to non-controlling interests	(292,132)	(197,022)	48.3
Loss attributable to the Parent	**(12,076)**	**(432,338)**	**97.2**

(*) Restated.

(**) EBITDA is calculated as profit from operations plus the depreciation and amortisation charge plus the change in provisions and allowances.

Changes in equity attributable to the Parent

The changes in the equity attributable to the Parent in 2017 and 2016 were as follows:

	Thousands of euros
Balance at 1 January 2016	**3,046,956**
2016 loss attributable to the Parent	(432,338)
Valuation adjustments relating to hedges	146,370
Translation differences	(272,513)
Adjustments due to changes in available-for-sale financial assets	(15,011)
Dividend paid out of 2015 profit	(13,719)
Treasury shares	(42,237)
Treasury share transactions	(418)
Other changes	22,830
Capital increase	(231)
Balance at 31 December 2016	**2,439,689**
2017 loss attributable to the Parent	(12,076)
Valuation adjustments relating to hedges	22,539
Translation differences	(200,724)
Adjustments due to changes in available-for-sale financial assets	15,011
Treasury shares	(2,493)
Treasury share transactions	279
Other changes	(95,560)
Balance at 31 December 2017	**2,166,665**

Changes in cash flows

The cash flows in 2017 compared with those of 2016, classified on the basis of whether they arose from operating, investing or financing activities, are summarised as follows:

Cash flows	Thousands of euros		
	2017	2016 (*)	Difference
Operating activities	(158,343)	(384,303)	225,960
Investing activities	41,519	83,069	(41,550)
Financing activities	(58,464)	158,803	(217,267)
Effect of exchange rate changes on cash and cash equivalents	(21,293)	4,694	(25,987)
Net increase (decrease) in cash and cash equivalents	**(196,581)**	**(137,737)**	**(58,844)**
Cash and cash equivalents at beginning of year	**630,791**	**768,528**	**(137,737)**
Cash and cash equivalents at end of year	**434,210**	**630,791**	**(196,581)**

(*) Restated.

1.5.- Proposed allocation of loss and dividend

The allocation of the loss for 2017 that the directors of Obrascón Huarte Lain, S.A. will propose for approval by the shareholders at the Annual General Meeting is as follows:

	Thousands of euros
2017 loss	(61,780)
Allocation:	
To prior years' losses	(61,780)

1.6.- Earnings per share

Basic earnings per share

Basic earnings per share are calculated by dividing the consolidated profit or loss for the year attributable to the Parent by the weighted average number of ordinary shares outstanding during the year, excluding the average 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 2017 and 2016 there were no differences between the basic earnings per share and diluted earnings per share.

	Thousands of euros	
	2017	2016
Weighted average number of shares outstanding	286,194,034	293,341,703
Consolidated loss for the year attributable to the Parent	(12,076)	(432,338)
Basic loss per share = diluted loss per share	**(0.04)**	**(1.47)**
Profit for the year from discontinued operations	205,070	421,809
Basic earnings per share = diluted earnings per share from discontinued operations	**0.72**	**1.44**

2.- BASIS OF PRESENTATION AND BASIS OF CONSOLIDATION

2.1.- Basis of presentation

The consolidated financial statements for 2017 of the Obrascón Huarte Lain Group were formally prepared:

- By the Parent's directors, at the Board of Directors Meeting held on 28 February 2018.
- In accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union.
- Taking into account all the mandatory accounting principles and policies and measurement bases with a significant effect on the consolidated financial statements. The most significant accounting principles and policies and measurement bases applied in the preparation of the Group's 2017 consolidated financial statements are summarised in Note 2.6.
- So that they present fairly the Group's consolidated equity and consolidated financial position as at 31 December 2017, and the consolidated results of its operations, the consolidated comprehensive income, the changes in consolidated equity and the consolidated cash flows in 2017.
- On the basis of the accounting records kept by the Parent and by the other Group companies.

However, since the accounting principles and policies and measurement bases used in preparing the Group's consolidated financial statements for 2017 differ in many cases from those used by the Group companies (local standards), the required adjustments and reclassifications were made on consolidation to unify the accounting principles and policies and measurement bases used and to make them compliant with IFRSs.

The Group's consolidated financial statements for 2016 were approved by the shareholders at the Annual General Meeting of the Parent held on 9 May 2017.

The 2017 consolidated financial statements of the Group and the 2017 financial statements of the Parent and of the Group companies have not yet been approved by their shareholders at the respective Annual General Meetings. However, the Parent's Board of Directors considers that they will be approved without any changes.

2.2.- International Financial Reporting Standards (IFRSs)

The accounting policies and methods used in preparing these consolidated financial statements are the same as those used in the consolidated financial statements for 2016, except for the following standards and interpretations which came into force in 2017:

Entry into force of new accounting standards

In 2017 the following standards came into force:

New standards, amendments and interpretations: Approved for use in the European Union		Obligatory application in annual reporting periods beginning on or after:
Amendments to IAS 7, Disclosure Initiative	Introduce additional disclosure requirements relating to the reconciliation of the changes in financial liabilities to the cash flows from financing activities	1 January 2017
Amendments to IAS 12, Recognition of Deferred Tax Assets for Unrealised Losses	Clarification of the principles established in relation to the recognition of deferred tax assets for unrealised losses	

Neither of these standards affected the consolidated financial statements for 2017.

Standards and interpretations issued but not yet in force

At the date of preparation of these consolidated financial statements, the following standards and interpretations had been published by the IASB but had not yet come into force, either because their effective date is subsequent to the date of the consolidated financial statements or because they had not yet been adopted by the European Union:

New standards, amendments and interpretations: Approved for use in the European Union		Obligatory application in annual reporting periods beginning on or after:
IFRS 15, Revenue from Contracts with Customers and the related clarifications	New revenue recognition standard (supersedes IAS 18, IFRIC 15, IFRIC 18 and SIC 31).	1 January 2018
IFRS 9, Financial Instruments	Replaces the requirements in IAS 39 relating to the classification, measurement, recognition and derecognition of financial assets and financial liabilities, hedge accounting and impairment	
Amendments to IFRS 4, Insurance Contracts	Provide entities within the scope of IFRS 4 with the option of applying IFRS 9 (overlay approach) or the temporary exemption therefrom	
Improvements to IFRSs, 2014-2016 cycle	Minor amendments to a series of standards	
IFRS 16, Leases	Supersedes IAS 17 and the related interpretations. The main development of the new standard is that it introduces a single lessee accounting model in which all leases will be recognised in the balance sheet	1 January 2019

New standards, amendments and interpretations: Not yet approved for use in the European Union		Obligatory application in annual reporting periods beginning on or after:
Amendments to IFRS 2, Classification and Measurement of Share-based Payment Transactions	Limited amendments that clarify specific issues such as the effects of vesting conditions on cash-settled share-based payments, the classification of share-based payment transactions with a net settlement feature and certain issues relating to modifications of the type of share-based payment arrangement	1 January 2018
Amendments to IAS 40, Reclassification of Investment Property	The amendments clarify that transfers to, or from, investment property will only be possible when there is evidence of a change in use	
IFRIC 22, Foreign Currency Transactions and Advance Consideration	This interpretation establishes "the date of the transaction" for the purpose of determining the exchange rate to use in transactions with advance consideration in a foreign currency	
IFRIC 23, Uncertainty Over Income Tax Treatments	This interpretation clarifies how to apply the recognition and measurement requirements in IAS 12 when there is uncertainty over whether the relevant taxation authority will accept a tax treatment used by an entity	1 January 2019
Amendments to IFRS 9, Prepayment Features with Negative Compensation	Permit the measurement at amortised cost of certain financial instruments with prepayment features, which may be put back to the issuer before maturity for an amount lower than the unpaid amounts of principal and interest on the principal amount outstanding	
Amendments to IAS 28, Long-term Interests in Associates and Joint Ventures	Clarify that IFRS 9 should be applied to long-term interests in an associate or joint venture to which the equity method is not applied	
Amendments to IAS 19, Plan Amendments, Curtailments and Settlements	In accordance with the proposed amendments, when a change in a defined benefit plan occurs (due to an amendment, curtailment or settlement), the entity shall use updated assumptions when determining the service cost and the net interest for the period after the change in the plan	
IFRS 17, Insurance Contracts	Will supersede IFRS 4. It establishes principles for the recognition, measurement, presentation and disclosure of insurance contracts issued to ensure that entities provide relevant and reliable information that gives a basis for users of the information to assess the effect that insurance contracts have on the financial statements	1 January 2021
Amendments to IFRS 10 and IAS 28, Sale or Contribution of Assets between an Investor and its Associate or Joint Venture	Highly significant clarification in relation to the gain or loss resulting from such transactions involving a business or assets.	No set date

Following the Group's assessment, set forth below is the possible impact on the consolidated financial statements of the entry into force on 1 January 2018 of the following International Financial Reporting Standards.

IFRS 15, Revenue from Contracts with Customers

The Group carries on its construction and engineering activities in geographical locations that are subject to varying legal and contractual frameworks. Accordingly, the Group has performed an exhaustive analysis, in coordination with each of its business divisions, aimed at assessing the impacts of the new standard on the Group's financial statements. In order to determine the impact, certain judgements and estimates were taken into consideration, relating mainly to the probability of customers approving changes in the scope of contracts and accepting claims.

The contractual terms and the way in which the Group manages its construction contracts give rise mainly to projects that are subject to a single performance obligation. Although revenue from contracts will continue to be recognised over time, the new standard includes new requirements relating to variable consideration and the accounting for claims and changes such as contract modifications, all of which requires the use of a higher probability threshold in revenue recognition. Currently, revenue is recognised when it is probable that the construction work performed will give rise to revenue, whereas under the new standard revenue will be recognised when it is highly probable that a significant reversal in the amount of revenue recognised will not occur as a result of such modifications. In this connection, based on the assessment performed, at 1 January 2018 an adjustment will be recognised to the opening balance of reserves attributable to the shareholders of OHL, currently estimated at around EUR 455,000 thousand, relating to both trade receivables and other financial assets.

This impact is due mainly to certain projects that are involved in court and arbitration proceedings, of whose future success the Group remains firmly convinced, although it is not possible to obtain formal evidence that would guarantee a high probability that the relevant decisions will be in the Group's favour.

Bid costs and costs of obtaining contracts

Currently, in accordance with IAS 11, Construction Contracts, the costs incurred during the tender process are capitalised to "Inventories", provided that it is considered probable that the contract will be won. In accordance with the new standard, these costs may only be capitalised if they are expected to be recovered and they would not have been incurred had the contract not been obtained, or if they are inherent to the delivery of a project. Therefore, the impact of the new standard is not significant for the Group.

Tax effect

Adjustments made in conformity with the new standard are susceptible to the recognition of the related tax effect, although the Group, in accordance with the accounting principle of prudence, will not recognise the associated tax assets.

IFRS 9, Financial Instruments

This standard supersedes IAS 39, Financial Instruments: Recognition and Measurement. IFRS 9 contains revised guidelines on the classification and measurement of financial instruments, including a new expected credit loss-based model for the calculation of impairment of financial assets, as well as new general requirements relating to hedge accounting. Also, the standard carries forward unchanged the guidance in IAS 39 for the recognition and derecognition of financial instruments.

In this connection, in the Group's current environment, with the Concessions division in the process of being divested (a division with respect to which a significant impact might have been identified), an assessment was made of the repercussions of the new standard on classification and measurement, concluding that it will foreseeably not have a significant impact either on the classification or measurement of the Group's financial assets and liabilities or on its hedge accounting. However, the Group is currently assessing the standard's impact in relation to the recognition of future losses in terms of customers and trade receivables, and it considers that this impact will not be significant.

IFRS 16, Leases

The possible impact of applying this standard, which will not occur until 1 January 2019, is currently being analysed, and the Group considers that it will not be significant.

All the accounting principles or measurement bases with a material effect on the consolidated financial statements were applied in preparing them.

2.3.- Functional currency

These consolidated financial statements are presented in euros since this is the currency of the primary economic environment in which the Group operates. Foreign operations are accounted for in accordance with the policies established in Note 2.6.11.

2.4.- Responsibility for the information and use of estimates

The information in these consolidated financial statements is the responsibility of the Parent's directors.

In the consolidated financial statements for 2017 estimates were occasionally made by the senior executives of the Group and of the Group companies, later ratified by their directors, in order to quantify certain of the assets, liabilities, income and expenses reported herein. These estimates relate basically to the following:

- The impairment losses on certain assets (see Notes 2.6.6., 3.2., 3.5. and 3.22.).
- The useful life of the intangible assets and property, plant and equipment (see Notes 2.6.1. and 2.6.3.).
- The recognition of construction contract revenue and costs (see Notes 2.6.15., 3.9. and 3.22).
- The amount of certain provisions (see Notes 2.6.14. and 3.19.).
- The fair value of the assets acquired in business combinations and goodwill (see Note 3.5.).
- The fair value of certain unquoted assets.
- The assessment of possible contingencies relating to employment and tax risks (see Notes 3.19. and 3.21.).
- Financial risk management (see Note 4.2.1.).

Although these estimates were made on the basis of the best information available at 31 December 2017, events that take place in the future might make it necessary to change these estimates in coming years. Changes in accounting estimates would be applied, pursuant to IAS 8, by recognising the effects of the change in estimates in the related consolidated statements of profit or loss.

As required by IAS 1, the information relating to 2016 is presented, for comparison purposes, with the information relating to 2017 and, accordingly, it does not constitute the Group's complete consolidated financial statements for 2017.

2.5.- Basis of consolidation

Subsidiaries

Subsidiaries are defined as companies over which the Parent has the capacity to exercise control; control is presumed to exist when the Parent has exposure, or rights, to variable returns from its involvement with the investee and the ability to use its power over the investee to affect the amount of those returns.

Pursuant to IFRS 10, Consolidated Financial Statements, the Parent controls an investee if and only if it has all of the following:

- Power over the investee;
- Exposure, or rights, to variable returns from its involvement with the investee; and
- The ability to use its power over the investee to affect the amount of its returns.

The financial statements of the subsidiaries are fully consolidated with those of the Parent, and the interest of non-controlling shareholders, if any, is recognised under "Non-Controlling Interests" in the consolidated balance sheet and "Profit or Loss Attributable to Non-Controlling Interests" in the consolidated statement of profit or loss.

Additionally, the results on intra-Group transactions are eliminated and are deferred until they are realised vis-à-vis non-Group third parties, with the exception of those relating to construction work performed for concession operators which, in accordance with IFRIC 12, are identified as results

outside the Group and, accordingly, are recognised by reference to the stage of completion.

Joint operations

A joint operation is a contractual arrangement whereby two or more entities that have joint control of the arrangement have rights to the assets, and obligations for the liabilities, relating to the arrangement.

The financial statements of the joint operations are proportionately consolidated (see Note 3.7.).

The assets and liabilities assigned by the Group to joint operations are recognised in the consolidated balance sheet classified according to their specific nature. Similarly, the Group's share of the income and expenses of joint operations is recognised in the consolidated statement of profit or loss on the basis of the nature of the related items.

Joint ventures

A joint venture is an arrangement whereby two or more entities that have joint control of the arrangement do not have rights to the assets, or obligations for the liabilities, but rather have rights to the net assets relating to the arrangement.

In the consolidated financial statements, joint ventures are accounted for using the equity method.

Associates

Associates are companies over which the Parent is in a position to exercise significant influence, but not control or joint control with other shareholders.

In the consolidated financial statements, investments in associates are accounted for using the equity method.

Scope of consolidation

The most significant companies included in the scope of consolidation at 31 December 2017 are detailed in Appendix I.

The activities, registered offices and equity of, and the net cost of the investments in, the most significant companies composing the consolidated Group are shown in Appendices II and III.

Changes in the scope of consolidation

The changes in the scope of consolidation in 2017 were as follows:

Inclusions	No. of companies
Full consolidation	6
Equity method	24
Total inclusions	**30**

Exclusions	
Full consolidation	22
Equity method	2
Total exclusions	**24**

The most significant changes were the following:

- The transfer from full consolidation to equity-method accounting of: Lagunas de Mayakoba, S.A. de C.V., Operadora Mayakoba, S.A. de C.V., Operadora Hotelera del Corredor de Mayakoba, S.A. de C.V., Servicios Hoteleros del Corredor de Mayakoba, S.A. de C.V., Islas de Mayakoba, S.A. de C.V., Islas de Mayakoba Servicios, S.A. de C.V., Desarrollos RBK en la Riviera, S.A. de C.V., Aqua Mayakoba, S.A. de C.V., Lote 3 Servicios, S.A. de C.V., Mayakoba Thai, S.A. de C.V., Controladora Hoyo 1, S.A. de C.V., Hotel Hoyo Uno, S. de R.L.

de C.V., HH1 Servicios, S. de R.L. de C.V., Golf de Mayakoba, S.A. de C.V. and Golf Mayakoba Servicios, S.A. de C.V. At 31 December 2016, these companies were in the process of being divested, and were classified as held for sale, and in 2017, following the sale of majority ownership interests therein, they started to be accounted for using the equity method (see Note 3.7).

- The exclusion of Cercanías Móstoles Navalcarnero, S.A. from the scope of consolidation following this company's entry into liquidation and the removal of OHL's representatives from the managing body of this concession operator (see Note 3.6). This change did not have an effect on equity for the Group.

All of the inclusions in the scope of consolidation relate to companies incorporated by the Group and, therefore, did not have an impact on the consolidated financial statements.

The detail of the companies included in or excluded from the scope of consolidation and of the reasons therefor is disclosed in Appendix IV.

2.6.- Accounting principles and policies and measurement bases applied

The accounting principles and policies and measurement bases applied in preparing the Group's consolidated financial statements for 2017 were as follows:

2.6.1. Intangible assets

Intangible assets are recognised initially at acquisition or production cost.

They are subsequently measured at acquisition or production cost less any accumulated amortisation and any accumulated impairment losses.

"Intangible Assets" includes the costs arising from the installation and acquisition of computer software, which is amortised on a straight-line basis over a maximum period of five years.

It also includes development expenditure, which is capitalised if it meets the requirements of identifiability, reliability in the measurement of cost and high probability that the assets created will generate economic benefits. This expenditure is amortised on a straight-line basis over the useful life of the asset.

Expenditure on research activities is recognised as an expense in the year in which it is incurred.

Also, under IFRS 3, all the assets of a business combination, including intangible assets, regardless of whether they had been previously recognised in the acquiree's balance sheet, are measured at fair value, provided that they meet certain identifiability and separability criteria. In this regard, this heading includes the amount relating to the measurement of the backlog and the customer portfolio of the acquirees at the date of acquisition, taking as a reference the projected margins after taxes, projected expenditure and the term of the contracts. The amount relating to the backlog will be amortised over the residual term of the contracts and that relating to the customer portfolio will be amortised over the estimated average useful life thereof.

At the end of each reporting period an analysis is conducted to ascertain whether the goodwill allocated to the US companies has become impaired, using cash flow projections, which at 2017-year end were discounted at a rate of 8.4%.

2.6.2. Concession infrastructure

Concession infrastructure includes investments made by the Group companies that are infrastructure concession operators, which are recognised in accordance with IFRIC 12, Service Concession Arrangements.

IFRIC 12 relates to the accounting of private sector operators involved in providing infrastructure assets and services to the public sector. This Interpretation establishes that in concession arrangements, the operator must not recognise the infrastructure assets as property, plant and equipment but must instead classify the assets as intangible assets or financial assets.

2.6.2.1. Concession infrastructure classified as an intangible asset

An intangible asset arises when the operator provides construction or upgrade services and receives a right to operate the infrastructure for a specified period of time after the construction has been completed, in which the operator's future cash flows have not been specified, since they may vary on the basis of the extent that the asset is used, for which reason they are considered to be contingent. In these cases, the demand risk is borne by the concession operator and, accordingly, the concession is classified as an intangible asset.

The intangible asset is measured at the fair value of the service provided, equal to the total payments made for its construction, including the construction costs incurred up to entry into service, such as studies and designs, compulsory purchases, costs of restoration of constructions, facilities and other similar items.

The intangible asset also includes borrowing costs incurred prior to the entry into service of the concession.

The concession infrastructure recognised as an intangible asset is amortised on the basis of the pattern of consumption (traffic) of these concession assets during the term of the concession only.

The contractual obligations to restore the infrastructure to a specified level of serviceability, pursuant to the terms and conditions of the licences or services, before it is handed over to the grantor in a specified condition at the end of the period of the concession arrangement, are covered by the recognition of provisions for major maintenance work. These provisions are recognised under "Long-Term Provisions" on the liability side of the consolidated balance sheet.

The grants financing the infrastructure are recognised as "Non-Current Liabilities - Other Financial Liabilities" until the conditions attaching to them have been fulfilled. At that time they are deducted from the cost of the infrastructure.

2.6.2.2. Concession infrastructure classified as a financial asset

<u>Arrangements under the financial asset model</u>

These are assets recognised by the concession operators, which represent the rights to operate administrative concessions and the unconditional contractual right to receive cash or another financial asset associated with certain concession arrangements where the demand risk is borne by the concession grantor.

The financial asset arises when an operator constructs or upgrades infrastructure and has an unconditional contractual right to receive a specified amount of cash or another financial asset over the term of the arrangement. This asset is subsequently measured at amortised cost, based on the best estimates of the flows to be received over the term of the concession, and the accrued interest, calculated using the effective interest rate method, on the expected cash inflows and outflows of the concession is recognised as "Other Operating Income" in the consolidated statement of profit or loss, since it is considered that these cash flows relate to the operating activities of the concessions.

All actions taken in relation to the concession infrastructure, such as maintenance and replacements, give rise to revenue from services which is recognised under "Other Operating Income" in the consolidated statement of profit or loss.

The operating expenses incurred by the companies are accounted for on an accrual basis in the consolidated statement of profit or loss, giving rise to the recognition of revenue from services under "Other Operating Income".

The value of the financial asset is increased by the construction services and the effective interest rate, and reduced by the associated net proceeds.

If there are significant changes in the estimates which are indicative of a material change in the effective interest rate applicable to the concession arrangement, the Group assesses the carrying amount of the financial asset and adjusts it prospectively, recognising the corresponding impairment loss if the net present value of the cash flows to be received over the concession term is lower than the carrying amount of the financial asset.

Arrangements with a guaranteed minimum revenue clause

In the case of certain Mexican concessions in which the Group holds interests, the concession arrangements grant the operator an unconditional right to recover, as appropriate, either the equity invested or the total investment made, plus an annual guaranteed internal rate of return (IRR), expressed in real terms and net of tax ("guaranteed minimum revenue"), which would give rise to an unconditional right to receive cash if, at the end of the concession term, the guaranteed minimum revenue had not been obtained.

The difference between the actual revenue, net of tax, obtained from operating these concessions and the guaranteed minimum revenue is also recognised as a financial asset, with a balancing entry under "Other Operating Income" in the consolidated statement of profit or loss.

2.6.3. Property, plant and equipment

Property, plant and equipment are recognised at acquisition cost (revalued, where appropriate, in accordance with the applicable legislation prior to the date of transition to IFRSs, including Royal Decree-Law 7/1996) less any accumulated depreciation and any recognised impairment losses.

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.

Repairs that do not lead to a lengthening of the useful life of the assets and maintenance costs are charged to the consolidated statement of profit or loss for the year in which they are incurred.

The Group capitalises interest during the non-current asset construction period as indicated in Note 2.6.18.

Group work on non-current assets is recognised at accumulated cost (external costs plus in-house costs, determined on the basis of in-house consumption of warehouse materials and manufacturing costs allocated using hourly absorption rates similar to those used for inventory measurement).

Depreciation is calculated, using the straight-line method, on the basis of the acquisition cost of the assets less their residual value; the land on which the buildings and other structures stand has an indefinite useful life and, therefore, is not depreciated.

The period property, plant and equipment depreciation charge is recognised in the consolidated statement of profit or loss at rates based on the following years of estimated useful life of the various assets:

	Years of useful life
Buildings	25-50
Machinery	6-16
Other fixtures, tools and furniture	10
Other items of property, plant and equipment	3-5

Assets held under finance leases are depreciated over their estimated useful lives on the same basis as owned assets of the same nature.

At the end of each reporting period, the consolidated companies assess whether there is any internal or external indication that the carrying amounts of their property, plant and equipment items exceed their recoverable amounts, i.e. the higher of the net amount which could be obtained if they were sold and the present value of the cash flows. If any such indication exists, the carrying amount of the assets is reduced to the recoverable amount and the future depreciation charges in the consolidated statement of profit or loss are adjusted in proportion to the adjusted carrying amounts and new useful lives.

Similarly, when there are indications that the value of the assets has recovered, the consolidated companies recognise the reversal of the impairment losses recognised in prior periods and adjust the

depreciation charges in future consolidated statements of profit or loss up to a maximum of the original cost of the related asset.

2.6.4. Investment property

"Investment Property" in the accompanying consolidated balance sheet reflects the values of the land, buildings and other structures held either to earn rentals or for capital appreciation.

Land is measured at acquisition cost increased by site clearance and preparation costs. Construction projects are measured at the cost of the related progress billings plus contract costs, such as site management, levies, architects' fees, etc. They are depreciated on a straight-line basis over their useful lives, which are the same as those used for similar items of property, plant and equipment.

Borrowing costs attributable to these investments are capitalised during the construction period until the properties are ready for sale and are treated as an addition to the value of the investment. Interest income obtained from the short-term investment of cash surpluses is deducted from the cost of the investment.

Revenue and gains or losses are recognised when the assets are sold and the sale to the buyer has been executed in a public deed, which is when the rights and obligations inherent thereto are transferred. Rental income is allocated to the consolidated statement of profit or loss on an accrual basis.

In leases, expenses are recognised on an accrual basis and all maintenance, management and impairment costs relating to the leased assets are charged to income.

At the end of each reporting period, the Group analyses whether the carrying amount of investment property exceeds fair value and, if so, it makes the appropriate valuation adjustment in the consolidated statement of profit or loss by recognising an impairment loss to reduce the carrying amount to fair value.

2.6.5. Goodwill

Any excess of the costs of acquisition of an investment in a company over its underlying carrying amount is allocated to certain assets and liabilities on consolidation.

This excess is allocated as follows:

1. If it is attributable to specific assets and liabilities of the company acquired, increasing the value of the assets acquired or reducing the value of the liabilities acquired.
2. If it is attributable to specific intangible assets, recognising it explicitly in the consolidated balance sheet.
3. Any remaining amount is recognised as goodwill on the asset side of the consolidated balance sheet.

At the end of each reporting period an analysis is conducted to ascertain whether this goodwill has suffered impairment and, if so, it is adjusted to its fair value with a charge to the consolidated statement of profit or loss.

These impairment losses recognised for goodwill are not reversed in subsequent periods.

2.6.6. Impairment of non-current assets

At the end of each reporting period, the consolidated companies assess whether there is any internal or external indication that the carrying amounts of their assets exceed their recoverable amounts, i.e. the higher of the net amount which could be obtained if they were sold and the present value of the cash flows. If any such indication exists, the carrying amount of the assets is reduced to the

recoverable amount and the future depreciation and amortisation charges in the consolidated statement of profit or loss are adjusted in proportion to the adjusted carrying amounts and new useful lives.

The indications of impairment considered for these purposes are, inter alia, the operating losses or negative cash flows during the period if they are combined with a track record or projections of losses, decline in value and depreciation/amortisation taken to profit or loss, which, in percentage terms, in relation to revenue, are substantially higher than those from previous years, effects of obsolescence, reduction in the demand for the services provided, competition and other economic and legal factors.

The impairment, where applicable, is recognised where the carrying amount exceeds the recoverable amount, calculated as the present value of the cash flows.

Similarly, when there are indications that the value of the assets has recovered, the consolidated companies recognise the reversal of the impairment losses recognised in prior periods and adjust the depreciation and amortisation charges in future consolidated statements of profit or loss up to a maximum of the original cost of the related asset.

The following criteria are applied for each non-current asset:

Concession infrastructure

The present value of the expected future cash flows is estimated using a pre-tax discount rate that reflects current market assessments of the time value of money and the specific risks associated with the asset, both during the use of the asset and from the possible disposal of the asset at the end of its useful life.

The main variables taken into consideration are as follows:

Revenue

Revenue to be earned over the concession term is estimated on the basis of the combination of various elements:

- Firstly, a traffic study is conducted based on actual verification of the traffic, with a distinction made between categories of vehicles (cars, lorries, etc.). These studies are either conducted internally (by specialist Group staff) or through specialist external companies.

- The second phase consists of applying the estimated annual percentage of growth over the term of the concession to the traffic study. To this end, a forecast of expected growth in gross domestic product (GDP) for each country, estimated by non-Group sources, is commonly used.

- The third phase consists of applying the rates for each vehicle type and updating them over the term of the concession. For this purpose, the agreed-upon rates in the concession arrangement are initially applied and for subsequent years the consumer price index (CPI) for each country is generally used. In certain cases, an additional percentage is applied depending on whether covenants exist that are conditional upon the achievement of certain volumes of traffic, the opening of new sections, etc.

Costs

- Internal studies are conducted to determine/estimate the operating, maintenance and repair costs to be incurred over the term of the concession.

The period used for discounting the cash flows is the number of years of remaining life of each concession.

For those concession operators with a guaranteed minimum revenue clause, investment recovery relies mainly on the guaranteed minimum revenue clause which is included in the concession arrangement.

When, due to the particular circumstances of a concession, the concession grantor is requested to restore the economic feasibility of the concession, the Group considers the value of the cash flows discounted over the concession term on the basis of the economic and financial model, as well as the minimum recoverable amount calculated as the contractual amount that would be received by the Group in the event of liquidation or termination.

When annulment of the concession arrangement has been requested, with the reimbursement of the amounts claimed from the public sector entity, the Group considers that the solution lies in the restoration of the economic feasibility of the concession or the early termination of the concession arrangement and, accordingly, used the early termination value, the formula for which is contractually defined in the administrative specifications of each concession.

Investment property

At the end of each reporting period, analyses are conducted to determine whether the carrying amount of investment property exceeds fair value and, if this is the case, the appropriate valuation adjustment is made in the consolidated statement of profit or loss by recognising an impairment loss to reduce the carrying amount to fair value.

Appraisals are commissioned from external valuers or the latest appraisals made are used as a reference to determine market value.

An impairment loss is recognised if the carrying amount exceeds the recoverable amount.

When an impairment loss subsequently reverses, income is recorded up to the amount of the impairment loss previously recognised.

Goodwill

The cash flow projections used to calculate goodwill were based on the following assumptions:

- The maintenance over time of a short-term backlog measured in months of sales.
- Projected cash flows for three years.
- Annual growth rate of approximately 2% for the coming years.
- Discount rate of approximately 8% in Spain, since substantially all of the goodwill is allocated to Spanish companies.

The impairment, where applicable, is recognised where the carrying amount exceeds the recoverable amount, calculated as the present value of the cash flows.

2.6.7. Financial assets

These are assets representing collection rights for the Group as a result of investments or loans. These rights are classified as current or non-current on the basis of whether they are due to be settled within less than or more than twelve months, respectively, and consist of:

Investment securities

These are financial assets represented by securities that can be classified as:

- Held-to-maturity investments: securities with fixed or determinable payments and fixed maturity. The Group has the positive intention to hold these securities from the date of purchase to the date of maturity.

  These securities are recognised at acquisition cost, including transaction costs.

Any deficiency of the acquisition cost below the fair value of these assets at the end of the reporting period is taken to profit or loss.

- Available-for-sale financial assets: investments in financial assets from which the Group does not expect to obtain a significant gain.

  If the fair value of these investments exceeds their carrying amounts, the value of the asset is increased and the increase is recognised in equity. On disposal, this amount is transferred to the consolidated statement of profit or loss.

  In the event of impairment, the amount credited to equity is reduced and, if the amount of the impairment loss exceeds the amount previously credited to equity, the excess is charged to the consolidated statement of profit or loss.

Other receivables

These are loans and receivables originated in exchange for supplying cash, goods or services directly to a debtor. They are measured at the principal amount plus the accrued interest receivable.

Deposits and guarantees given

These are cash amounts securing project bids or contracts of another kind. These amounts are restricted as to their use while the specific terms and conditions of each project bid or contract continue to exist. Deposits and guarantees expiring within twelve months are classified as current items and those expiring within more than twelve months are classified as non-current items.

2.6.8. Transfers of financial assets and derecognition of financial assets and liabilities

The accounting treatment of the transfers of financial assets depends on the extent to which the risks and rewards associated with the transferred assets are contractually transferred to third parties.

Financial assets are only derecognised when they are realised or when the Group transfers substantially all the risks and rewards of ownership and control thereover to third parties.

Financial liabilities are only derecognised when the obligations giving rise to them cease to exist.

2.6.9. Non-current assets and liabilities classified as held for sale

In accordance with IFRS 5, Non-Current Assets Held for Sale and Discontinued Operations, assets and liabilities are classified as non-current assets and liabilities held for sale when their carrying amount is expected to be recovered basically through a sale transaction rather than through continuing use.

The asset must be available for immediate sale, subject only to terms that are usual and customary for sales of such assets and liabilities, and its sale must be highly probable. The sale is considered highly probable when there is a commitment to a plan to sell the asset and an active programme to locate a buyer and complete the plan has been initiated. Also, the sale must be expected to qualify for recognition as a completed sale within one year from the date of classification.

Non-current assets classified as held for sale are not depreciated, but rather are measured at the lower of consolidated carrying amount and fair value less costs to sell.

2.6.10. Inventories

"Inventories" in the consolidated balance sheet includes the assets that the consolidated companies:

- Hold for sale in the ordinary course of their business.
- Have in the process of production, construction or development for such sale; or
- Expect to consume in the production process or in the provision of services.

All inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price less all the costs required to complete the production of inventories and to sell them.

Goods and work in progress are measured at production cost, which includes the cost of materials, direct labour and production costs and the interest incurred during the construction period.

2.6.11. Foreign currency

The items included in the financial statements of each of the Group companies are measured in their respective functional currencies.

The consolidated financial statements are presented in euros, which is the Parent's functional and presentation currency.

In the separate financial statements of the Group companies, foreign currency balances and transactions are translated as follows:

- Transactions performed during the year in currencies other than the functional currency are translated at the exchange rates prevailing at the date of the transaction.
- Monetary asset and liability balances denominated in currencies other than the functional currency (cash and items with no loss of value when converted to cash) are translated at the year-end exchange rates.
- Non-monetary asset and liability balances denominated in currencies other than the functional currency are translated at the historical exchange rates.

Exchange gains and losses are recognised in the consolidated statement of profit or loss.

On consolidation, the balances of the financial statements of the consolidated companies whose functional currency is not the euro are translated to euros as follows:

- Assets and liabilities are translated at the exchange rates prevailing at the reporting date.
- Income and expense items are translated at the average exchange rates for the period.
- Equity is translated at the historical exchange rates.

Any exchange differences arising from the consolidation of companies with a functional currency other than the euro are classified in the consolidated balance sheet as translation differences under "Equity - Valuation Adjustments".

The Group does not have any investments in currencies that are identified as hyper-inflationary.

2.6.12. Bank borrowings, debt instruments and other marketable securities

Bank borrowings, debt instruments and other marketable securities are measured at the amount received, net of direct issue costs, plus the accrued interest payable at year-end. Borrowing costs are recognised on an accrual basis in the consolidated statement of profit or loss by modifying the nominal rate, taking into account issue discounts, fees and expenses. This method is equivalent to using the

effective interest rate, which is the rate that exactly matches the net value of the income received to the present value of future disbursements.

Debts due to be settled within twelve months of the consolidated balance sheet date are classified as current items and those due to be settled within more than twelve months as non-current items.

2.6.13. Derivative financial instruments and hedges

In order to mitigate the economic effects of exchange rate and interest rate fluctuations to which the Group is exposed as a result of its business activities, the Group uses derivative financial instruments, such as currency forwards, interest rate swaps and interest rate options.

The currency forwards and interest rate swaps are future exchange commitments, on the basis of which the Group and banks agree to exchange interest payments or currencies in the future. In the case of an interest rate derivative, the commitment is to pay a fixed interest rate in exchange for receiving a floating interest rate. In the case of a foreign currency derivative, the commitment is to pay or receive a given amount of euros in exchange for a given amount in another currency. In the case of the equity swap tied to the Group's share price, the commitment is to pay or receive the result of the change in the share price with respect to a reference price and to pay a floating interest rate. The Group acquires the right to receive interest on the interest rate options arranged if the interest rate exceeds the reference level initially established with the banks, in exchange for paying a given amount to these banks at the beginning of the transaction.

When the Group arranges a derivative, it does not do so with the intention of settling it early or trading with it. The Group does not use derivatives for speculative purposes, but rather to mitigate the economic effects that may arise from its foreign trade and financing activities due to exchange and interest rate fluctuations.

Derivatives are recognised at their market value (fair value) under "Other Financial Assets" or "Other Financial Liabilities" in the consolidated balance sheet.

Fair value is the net amount that the Group would have to pay or receive if the derivative were settled at the measurement date, and is equal to the difference between the present value of the future collections and payments agreed on by the Group and the related banks under the terms of the derivative arranged. The fair value of the options arranged is the same as the amount which the Group would receive in the event of settling them and is determined using a widely accepted pricing model (the Black-Scholes model).

IFRS 13, Fair Value Measurement has changed the definition of fair value and confirms that own credit risk must be taken into account when measuring fair value. Since 1 January 2013, this adjustment to the measurement of derivatives has been recognised in profit or loss, except when the derivatives qualify as effective hedges, in which case they are recognised in reserves.

The recognition of the fair value of derivatives as other financial assets or liabilities gives rise to a change in equity if the derivative qualifies for hedge accounting. The change in equity arises directly through "Equity - Valuation Adjustments" and indirectly through "Net Gains (Losses) on Remeasurement of Financial Instruments at Fair Value" or "Result of Companies Accounted for Using the Equity Method", as appropriate, in the consolidated statement of profit or loss.

The fair value of a derivative changes during its term. Changes in fair value arise: as a result of the passage of time; as a result of changes in interest rate curves; in the case of foreign currency derivatives, as a result of changes in exchange rates; in the case of equity swaps, as a result of changes in the share price; and in the case of interest rate options, as a result of changes in the volatility of interest rates.

Only certain derivatives can be considered to qualify for hedge accounting.

The requirements that must be met for a derivative to be considered as a hedge are 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 and interest rates 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.
- It must be demonstrated that the hedge is effective from the date of the arrangement of the derivative to the date of its settlement, i.e. that it meets the objective initially defined. In order to assess this, the effectiveness of the hedge is tested.

When the derivative does not qualify for hedge accounting, or the Group voluntarily decides not to apply hedge accounting, changes in fair value are recognised in the consolidated statement of profit or loss.

For derivatives that qualify for hedge accounting, under the relevant standards changes in fair value are recognised directly in equity or indirectly through profit or loss on the basis of the type of hedged risk concerned.

Cash flow hedges

A derivative arranged to hedge against exposure to future variability in the expected cash flows in a foreign currency transaction as a result of exchange rate fluctuations can be considered to be a cash flow hedge. The same is true of a derivative arranged to hedge against exposure to future variability in the expected cash flows in floating-rate financing as a result of interest rate fluctuations.

The portion of the gain or loss on a hedging instrument whose purpose is to act as a cash flow hedge of an underlying and which is determined to be an effective hedge is recognised under "Equity - Valuation Adjustments", and the ineffective portion of the gain or loss is recognised in the consolidated statement of profit or loss. The changes in the time value of the options are recognised directly in the consolidated statement of profit or loss.

The cumulative balance of "Equity - Valuation Adjustments" is transferred to profit or loss when, and to the extent that, the gains or losses on the hedged risk of the underlying also start to be reflected in profit or loss.

Hedges of net investments in foreign operations

When a derivative or another hedging instrument is used to hedge against exchange rate fluctuations that affect the carrying amount of net investments in foreign operations, it can be considered to be a hedge of a net investment in a foreign operation.

The gains or losses on this type of derivative or hedging instrument are recognised in the consolidated statement of profit or loss in a similar fashion to those on cash flow hedges. The only difference is that the accumulated amounts under "Equity - Valuation Adjustments" are not recognised in the consolidated statement of profit or loss until the investment is sold.

Fair value hedges

Fair value hedges arise when a derivative is arranged to convert financing at a fixed interest rate into financing at a floating interest rate in order to tie a portion of the financing to interest rate changes and, therefore, to the performance of the market.

Fair value hedges also arise when a derivative is arranged to hedge the possible future changes in the equivalent euro value of firm commitments to collect or pay certain amounts in foreign currency due to exchange rate fluctuations.

When the purpose of the hedging derivative is to act as a fair value hedge, gains or losses on the derivative and its underlying are recognised through profit or loss.

2.6.14. Provisions

The Group's consolidated financial statements include all the material provisions with respect to which it is considered that it is probable that the obligation covered by them will have to be settled. Contingent liabilities are not recognised in the consolidated financial statements, but rather are disclosed, as required by IAS 37 (see Note 4.6.2.).

Provisions are classified as short-term or long-term provisions based on the estimated period of time in which the obligations covered by them will have to be settled.

The most significant provisions are:

Provisions for taxes

These provisions reflect the estimate of tax debts whose payment is uncertain as to its exact amount or timing, since this depends on whether or not certain conditions are met.

Provisions for litigation and third-party liability

These provisions are recognised in order to cater for the possible adverse economic effects that might arise from the litigation and claims against the Group arising from the ordinary course of its operations (see Note 4.6.2.).

Provision for construction work completion

This provision is intended to cover the expenses arising from the 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 in connection with project management and inspection fees, laboratory, layout and other fees payable at the consolidated balance sheet date. The amounts of these fees are established 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.

Other operating provisions

"Other Operating Provisions", which correspond primarily to the Group's construction companies, includes deferrals of expenses and costs and losses on construction projects. These amounts considered individually are of scant significance and correspond to numerous contracts.

Provisions for major maintenance, retirement or refurbishment of non-current assets

In accordance with IFRIC 12, provisions are recognised for the estimated expenditure required to carry out maintenance work spanning more than one year (mainly at concession operators) with a charge to the consolidated statement of profit or loss for each of the periods remaining until the work has been completed.

2.6.15. Revenue recognition

Following is a detail of the main revenue recognition methods used for each of the segments in which the Group operates.

2.6.15.1. Concessions

Intangible asset model

Revenue is recognised on an accrual basis, i.e. when the actual flow of the related goods and services occurs, regardless of when the resulting collections and payments are made.

Revenue from services concessions is recognised on an accrual basis, regardless of whether or not a portion of the arrangement has been collected in advance.

In accordance with IFRIC 12, the concession operators recognise sales relating to construction performed by parties outside the Group. In relation to infrastructure construction, the concession operators subcontract work to related parties or independent construction companies. The construction subcontracting arrangements do not exempt the concession operator from the obligations acquired by it in relation to the concession and therefore, it is responsible for the performance, completion and quality of the construction work. The concession operator does not recognise any margin in its statement of profit or loss on the performance of the aforementioned construction work.

Financial asset model

Arrangements under the financial asset model

Interest income relating to concessions to which the financial asset model applies is recognised as "Other Operating Income", since it is considered that this income relates to the operating activities of the concessions.

Interest income is accrued on a time proportion basis, by reference to the principal outstanding and the applicable effective interest rate, which is the rate that exactly discounts estimated future cash receipts over the expected life of the financial asset to that asset's carrying amount.

Operation and maintenance revenue is recognised on an accrual basis by reference to the stage of completion of the transaction at the end of the reporting period, provided the outcome of the transaction can be estimated reliably.

Arrangements with a guaranteed minimum revenue clause

Toll revenue is recognised on an accrual basis, i.e. when the actual flow of the related goods and services occurs, regardless of when the resulting collections and payments are made.

Additionally, the Group recognises under "Other Operating Income" the collection rights recognised in the year relating to the guaranteed minimum revenue yet to be collected under the terms of the concession arrangement. This revenue is recognised because it relates to a service already provided and can be measured reliably, all the associated costs have been incurred and the economic benefits associated with the transaction will flow to the Group.

These rights are recognised and documented as follows:

- In the case of Concesionaria Mexiquense, S.A. de C.V. (Conmex) and Viaducto Bicentenario, S.A. de C.V., the right is calculated, externally reviewed, certified and periodically recognised by the Government of the State of Mexico, through the Mexican System of Highways, Airports, Related and Auxiliary Services (SAASCAEM), by means of a procedure that is documented as "total investment yet to be recovered", and is approved and signed by SAASCAEM itself and the legal representatives of the concession operators.

  The Group considers that, based on these concession arrangements and the applicable legislation, the "total investment yet to be recovered", certified and recognised by SAASCAEM, is approximately equal to the adjusted carrying amount of the concession. In the case of Autopista Urbana Norte, S.A. de C.V. and Controladora Vía Rápida Poetas, S.A.P.I. de C.V. (associate), the Group follows a similar procedure to the foregoing but, in this case, with the Subsecretariat of Financial Planning of the Secretariat of Finance of the Government of Mexico City as the competent body.

Based on estimated annual returns calculated by the public sector entities for each concession operator, it is estimated that the guaranteed minimum revenue recognised will be recovered, in the most likely scenario, through the collection of tolls over the normal concession term.

2.6.15.2. Engineering and construction

Since the recognition of revenue from all engineering and construction contracts is subject to judgements and estimates, the Group relies on the project execution managers and each Division's organisational leaders in recognising such revenue, and has established internal controls to ensure the reasonableness of the criteria applied.

2.6.15.2.1. Construction

Revenue is calculated in accordance with IAS 11, Construction Contracts, using the percentage of completion method, whereby, in construction contracts from which a final profit is expected, the profit is calculated by applying to the expected profit the percentage resulting from comparison of the actual costs incurred with the projected total costs to be incurred. An expected loss on a construction contract is recognised as an expense immediately.

In accordance with standard practice, the estimates used to calculate the stage of completion include the possible effect of the margin of certain variations, change orders, addenda and settlements which are being processed, and which at the time of calculation the Group considers to be reasonably realisable.

Variations in construction contract work correspond to instructions received from the customer relating normally to additional work or changes to the original units of work and which are provided for in the contract in force. Claims relate to amounts which the Group expects to collect from the customer for construction work performed and arise for various reasons; the measurement of the related revenue is initially estimated on the basis of the terms of the construction contract entered into, although the determination of the final amount depends on the negotiations with the customer.

Additionally, as indicated in paragraph 14 (a) of IAS 11, variations are included in contract revenue only when it is probable that the customer will approve the variation, since negotiations have begun and are amicable, and, in addition, there are favourable technical and legal reports that make it possible to measure the fair value of the amounts to be recovered in the negotiations.

If litigation is initiated in relation to the claims, no additional revenue is recognised until the claims are settled. In these situations, and as general practice, once the relevant proceedings are identified as relating to claims, the Group adjusts the recoverable amount of the claim and recognises, if appropriate, the necessary provisions.

In any case, the recognition of revenue from the aforementioned claims involves a series of common estimates, including those relating to:

- the status of the negotiations with each customer and their credit position.
- the technical assessment of the work performed and of the conformity thereof with the contract with the customer, performed by the project managers and taking into account, if appropriate, any expert reports on the project.
- assessments made by the Group's internal and external legal advisers to estimate the feasibility and chances of success of the claim filed, based on the knowledge of the project and the stage of the claim proceedings; the status is updated on the basis of any new milestone or change.
- in-depth knowledge of the terms established in the contract entered into with the customer.

"Trade Receivables for Sales and Services – Trade Receivables for Amounts to Be Billed for Work or Services Performed" on the asset side of the consolidated balance sheet represents the difference between the amount of the completed work recognised, including the adjustment to the margin recognised by application of the percentage of completion method, and the amount of billed completed work up to the reporting date.

If the amount of production from inception is lower than the amount billed, the difference is recognised under "Customer Advances" on the liability side of the consolidated balance sheet.

Any late-payment interest which, pursuant to the contracts, might accrue due to delays in the collection of progress billings or invoices is recognised when it is probable that it will be received and when its amount can be measured reliably, and is recognised as finance income.

2.6.15.2.2. Industrial

Revenue from turnkey (EPC) contracts and in fixed-price service contracts is recognised based on the percentage of completion method, in accordance with IAS 11.

Revenue from administration and operation and maintenance (O&M) contracts is recognised on an accrual basis based on the service provided.

2.6.15.2.3. Services

In the business of servicing properties and infrastructure maintenance of all types of housing and offices, revenue is recognised by reference to the stage of completion of the transaction, provided the outcome of the transaction can be estimated reliably.

Revenue in the case of infrastructure and urban equipment services is determined by measuring the completed units at the contract price, per the main contract with the owners or per approved addenda or amendments thereto. If such addenda or amendments have not been contractually approved, because they are currently being drawn up, the related revenue will only be recognised if technical approval has been secured.

2.6.15.2.4. Development

Revenue in the hotel complex business is recognised on an accrual basis based on the service provided.

If real estate products are sold, revenue is recognised when the properties are handed over and when the ownership thereof has been transferred.

Land sales are recognised when the risks and rewards of ownership are transferred, which usually occurs when the deed of sale is executed.

2.6.16. Leases

Leases are classified as finance or operating leases.

Finance leases are deemed to be those in which the risks and rewards relating to the leased asset are transferred to the lessee, which, habitually but not necessarily, has the option to purchase the asset at the end of the lease on the terms and conditions agreed on when the transaction was arranged. In leases of this nature:

- When the consolidated companies act as the lessor of an asset, the aggregate present values of the lease payments receivable from the lessee plus, where appropriate, the price of exercising the purchase option are recognised as accounts receivable (financial assets).
- When the consolidated companies act as the lessee, they present the cost of the leased assets in the consolidated balance sheet, based on the nature of the leased asset, and, simultaneously, recognise a liability for the same amount.

The assets are measured at the lower of fair value, i.e. at the price that would be set by two parties in an arm's length transaction, and the discounted present value of the amounts payable to the lessor plus the price of exercising the purchase option.

These assets are depreciated on the basis of their nature using similar criteria to those applied to the items of property, plant and equipment.

Operating leases are contracts that convey the right to use an asset but which do not transfer the risks and rewards incidental to ownership, and they are accounted for on the basis of the contractual nature of each transaction. Income and expenses from these transactions are allocated to profit or loss on an accrual basis.

2.6.17. Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to get ready for their intended use or sale are added directly to the cost of those assets, until such time as the assets are ready for their intended use or sale.

Pursuant to IAS 23, investment income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs.

All other borrowing costs are recognised in the consolidated statement of profit or loss in the year in which they are incurred.

2.6.18. Income tax

The Group companies' income tax expense is calculated on the basis of accounting profit before tax, increased or decreased, as appropriate, by the permanent differences from taxable profit, net of tax relief and tax credits, excluding tax withholdings and prepayments made during the year.

Deferred tax assets and liabilities are the taxes expected to be recoverable or payable on differences between the carrying amounts of assets and liabilities in the consolidated financial statements and their tax bases. They are measured at the tax rates that are expected to apply in the period when the asset is realised or the liability is settled.

At 31 December 2017, most of the Spanish Group companies were being taxed under the consolidated tax regime and, accordingly, the income tax expense recognised in the consolidated statement of profit or loss relates to the sum of the tax expense of the consolidated tax group companies and that of the companies not forming part of the consolidated tax group, which are mainly the foreign companies.

2.6.19. Consolidated statement of cash flows

Cash flows are inflows and outflows of cash and cash equivalents, which are short-term, highly liquid investments that are subject to an insignificant risk of changes in value.

The consolidated statement of cash flows is prepared using the indirect method, i.e. on the basis of the changes in the consolidated statement of profit or loss and consolidated balance sheet, and is presented with comparable figures for two consecutive periods.

This statement reflects changes in consolidated cash flows in the year, classifying them as:

- Cash flows from operating activities: the principal revenue-producing activities of the Group companies and other activities that are not investing or financing activities. Interest received and paid, gains or losses on the disposal of non-current assets, adjustments to profits generated by companies accounted for using the equity method and, in general, any results

that do not generate cash flows are transferred out of "Cash Flows from Operating Activities" through "Other Adjustments to Loss".

Dividends received may be classified as cash flows from operating activities or investing activities. The Group chose to classify them as cash flows from operating activities.

- Cash flows from investing activities: those arising from the acquisition and disposal of non-current assets.

  Interest received may be classified as cash flows from operating activities or investing activities. The Group chose to classify it as cash flows from investing activities.

  Cash flows from financing activities: those arising from changes in borrowings, payment of the dividend, interest paid and changes in non-controlling interests.

  Interest paid may be classified as cash flows from operating activities or financing activities. The Group elected to classify interest paid as cash flows from financing activities.

2.6.20. Trade and other payables

The Group has entered into reverse factoring arrangements with various banks in order to facilitate early payment to its suppliers, under which suppliers may exercise their collection rights vis-à-vis the Group companies and obtain the amount billed less the finance costs of discounting and the fees charged by those banks.

These arrangements do not change the principal terms and conditions of payment to suppliers, such as the term or amount and, accordingly, the related amounts continue to be classified as trade payables.

At 31 December 2017, the reverse factoring balance under "Trade and Other Payables" was EUR 142,715 thousand (31 December 2016: EUR 163,293 thousand).

2.6.21. Termination and post-employment benefits

The termination benefits that have to be paid to employees pursuant to the legislation applicable to each Group company are charged to the consolidated statement of profit or loss in the year in which they are paid.

If the Group were to establish a collective redundancy procedure, provisions for the related costs would be recognised in the consolidated statement of profit or loss when the detailed formal plan for the restructuring were established and communicated to the parties concerned.

On 4 May 2017, OHL, S.A., OHL Industrial, S.L. and the workers' representatives ratified a collective redundancy procedure involving the termination of 457 jobs (335 at OHL, S.A. and 122 at OHL Industrial, S.L.), to be implemented by 31 December 2017 and 31 December 2018, respectively (see Note 3.22).

The Group does not have any post-employment benefit obligations in the form of pension plans or other benefits.

3.- NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

3.1.- Intangible assets

The changes in "Intangible Assets" in the consolidated balance sheets in 2017 and 2016 were as follows:

	Thousands of euros
Cost	
Balances at 1 January 2016	**468,986**
Additions and disposals due to changes in the scope of consolidation	-
Additions	8,168
Disposals	(828)
Transfers and other	(27)
Exchange differences	9,863
Balances at 31 December 2016	**486,162**
Additions and disposals due to changes in the scope of consolidation	(188)
Additions	14,315
Disposals	(5,266)
Transfers and other	(8,500)
Exchange differences	(37,063)
Balances at 31 December 2017	**449,460**
Accumulated amortisation	
Balances at 1 January 2016	**178,955**
Additions and disposals due to changes in the scope of consolidation	-
Additions	30,245
Disposals	(409)
Transfers and other	3
Exchange differences	2,854
Balances at 31 December 2016	**211,648**
Additions and disposals due to changes in the scope of consolidation	(167)
Additions	27,327
Disposals	(1,947)
Transfers and other	(6,310)
Exchange differences	(12,539)
Balances at 31 December 2017	**218,012**
Net balances at 31 December 2016	**274,514**
Net balances at 31 December 2017	**231,448**

"Intangible Assets" includes mainly the values assigned on consolidation to the customer portfolio and backlog of the acquirees, which at 31 December 2017 amounted to EUR 204,012 thousand (net).

No indications of impairment on the customer portfolio or backlog of the acquirees had been identified and no impairment losses had been recognised at 31 December 2017 or 2016.

Intangible assets with a gross cost of EUR 43,393 thousand had been fully amortised and were still in use at 31 December 2017 (31 December 2016: EUR 35,791 thousand).

3.2.- Concession infrastructure

Concession arrangements are arrangements between the concession grantor, which is generally a public sector entity, and the Group companies to provide services to the public through the operation of certain assets required for the provision of the service.

The concession right generally entails a monopoly on the provision of the service granted for a specified period of time, after which, in general, the concession assets required to provide the service have to be handed over to the concession grantor.

Revenue from performing the service may be received directly from the users or, sometimes, through the concession grantor itself. The prices for providing the service are usually regulated by the grantor.

These projects are generally financed with long-term borrowings without recourse to the shareholder, secured mainly by the cash flows generated by the concession operator companies and their assets, accounts and contractual rights. Since cash flows constitute the main security for the repayment of the borrowings, there are restrictions on the use of the funds by the shareholders until certain conditions have been met, which is assessed each year.

Concession infrastructure is accounted for using either the intangible asset model or the financial asset model.

Intangible asset model

An intangible asset arises when the operator provides construction or upgrade services and receives a right to operate the infrastructure for a specified period of time after the construction has been completed, in which the operator's future cash flows have not been specified, since they may vary on the basis of the extent that the asset is used, for which reason they are considered to be contingent. In these cases the demand risk is borne by the concession operator and, accordingly, the concession is considered to be an intangible asset.

Financial asset model

In arrangements accounted for using the financial asset model, the assets recognised by the various concession operators represent the rights to operate administrative concessions and the unconditional contractual right to receive cash or another financial asset associated with certain concession arrangements where the demand risk is borne by the concession grantor.

The concession operators Autopista Urbana Norte, S.A. de C.V., Concesionaria Mexiquense, S.A. de C.V. and Viaducto Bicentenario, S.A. de C.V. hold concessions with guaranteed minimum revenue whereby the concession operator has an unconditional right to recover, as the case may be, either the equity invested or the total investment made, plus an annual guaranteed internal rate of return (IRR), expressed in real terms and net of tax ("guaranteed minimum revenue"), which would give rise to an unconditional right to receive cash if, at the end of the concession term, the guaranteed minimum revenue had not been obtained. These concessions were reclassified to discontinued operations (see Note 3.8) following the agreement entered into with IFM Investors for the sale of all the shares of OHL Concesiones, S.A.U. (see Note 1.3).

The changes in "Concession Infrastructure" in the consolidated balance sheets in 2017 and 2016 were as follows:

	Thousands of euros		
	Intangible asset model	Financial asset model	Total
Cost			
Balances at 1 January 2016	**1,328,897**	**5,357,600**	**6,686,497**
Additions and disposals due to changes in the scope of consolidation	-	-	-
Additions	84,026	575,512	659,538
Disposals	(7,399)	-	(7,399)
Transfers and other	(1,635)	(1,464)	(3,099)
Exchange differences	(5,874)	(691,068)	(696,942)
Balances at 31 December 2016	**1,398,015**	**5,240,580**	**6,638,595**
Additions and disposals due to changes in the scope of consolidation	(484,658)	-	(484,658)
Additions	27,286	778,882	806,168
Disposals	(401)	-	(401)
Transfers and other	(883,102)	(5,550,261)	(6,433,363)
Exchange differences	(42,023)	(414,784)	(456,807)
Balances at 31 December 2017	**15,117**	**54,417**	**69,534**
Accumulated amortisation			
Balances at 1 January 2016	**170,932**	**-**	**170,932**
Additions and disposals due to changes in the scope of consolidation	-	-	-
Additions	29,571	-	29,571
Disposals	-	-	-
Transfers and other	906	-	906
Exchange differences	(2,448)	-	(2,448)
Balances at 31 December 2016	**198,961**	**-**	**198,961**
Additions and disposals due to changes in the scope of consolidation	(71,459)	-	(71,459)
Additions	14,425	-	14,425
Disposals	-	-	-
Transfers and other	(136,673)	-	(136,673)
Exchange differences	(2,493)		(2,493)
Balances at 31 December 2017	**2,761**	**-**	**2,761**
Impairment losses			
Balance at 1 January 2016	**-**	**-**	**-**
Balance at 31 December 2016	**-**	**-**	**-**
Balance at 31 December 2017	**-**	**-**	**-**
Net balances at 31 December 2016	**1,199,054**	**5,240,580**	**6,439,634**
Net balances at 31 December 2017	**12,356**	**54,417**	**66,773**

The additions and disposals due to changes in the scope of consolidation relate mainly to Autovía de Aragón Tramo 1, S.A., which is currently accounted for using the equity method, and Cercanías Móstoles Navalcarnero, S.A., which was deconsolidated.

Substantially all the transfers relate to the transfer of the concession infrastructure of OHL Concesiones, S.A.U. to "Assets Classified as Held for Sale and Discontinued Operations".

The Group's fully consolidated concession operators at 31 December 2017 were as follows:

Operator	Description of concession	Country	%	Total projected investment (thousands of euros)	Remaining period (in years)
Marina Urola, S.A.	Marina	Spain	51.00	2,801	10
Sociedad Concesionaria Aguas de Navarra, S.A.	Navarra canal	Spain	65.00	89,475	27
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	Law courts	Chile	100.00	35	8

Under the concession arrangements, the concession operators are obliged to make investments totalling EUR 35,093 thousand, which must be made within a five-year period.

At 31 December 2017, "Concession Infrastructure" included EUR 1,100 thousand relating to borrowing costs capitalised during the construction period (31 December 2016: EUR 86,737 thousand).

The detail of the changes in borrowing costs capitalised at 31 December 2017 and 2016 is as follows:

	Thousands of euros
Balances at 1 January 2016	**77,639**
Additions and disposals due to changes in the scope of consolidation	9,472
Exchange differences	(374)
Balances at 31 December 2016	**86,737**
Additions and disposals due to changes in the scope of consolidation	(42,844)
Additions	608
Transfers	(43,401)
Balances at 31 December 2017	**1,100**

The breakdown, by company, of the carrying amount of "Concession Infrastructure" at 31 December 2017 is as follows:

	Thousands of euros
Intangible asset model	
Sociedad Concesionaria Aguas de Navarra, S.A. (1)	11,838
Marina Urola, S.A.	480
Other	38
Total intangible asset model	**12,356**
Financial asset model	
Sociedad Concesionaria Aguas de Navarra, S.A. (1)	54,382
Sociedad Concesionaria Centro de Justicia Santiago, S.A.	35
Total financial asset model	**54,417**
Total	**66,773**

(1) Under construction.

The breakdown, by company, of the carrying amount of "Concession Infrastructure" at 31 December 2016 is as follows:

	Thousands of euros
Intangible asset model	
Autopista del Norte, S.A.C.	290,420
Autovía de Aragón-Tramo 1, S.A.	147,182
Cercanías Móstoles Navalcarnero, S.A.	266,017
Concesionaria AT - AT, S.A. de C.V.	97,042
Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.	48,396
Grupo Autopistas Nacionales, S.A.	66,462
Sociedad Concesionaria Nuevo Camino Nogales - Puchuncaví, S.A.	463
Terminal Cerros de Valparaíso, S.A.	59,472
Terminal de Contenedores de Tenerife, S.A.	105,569
Terminales Marítimas del Sureste, S.A.	117,390
Other	641
Total intangible asset model	**1,199,054**
Financial asset model	
Autopista Río Magdalena, S.A.S.	51,229
Autopista Urbana Norte, S.A. de C.V.	1,136,687
Concesionaria Mexiquense, S.A. de C.V.	2,897,225
Sociedad Concesionaria Aguas de Navarra, S.A.	52,589
Sociedad Concesionaria Centro de Justicia Santiago, S.A.	36
Sociedad Concesionaria Puente Industrial, S.A.	21,665
Viaducto Bicentenario, S.A. de C.V.	1,081,149
Total financial asset model	**5,240,580**
Total	**6,439,634**

The breakdown, by country, of the carrying amount of "Concession Infrastructure" at 31 December 2017 is as follows:

Country and company	Thousands of euros		
	Intangible asset model	Financial asset model	Total
Chile			
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	-	35	35
Total Chile	**-**	**35**	**35**
Spain			
Sociedad Concesionaria Aguas de Navarra, S.A. (1)	11,838	54,382	66,220
Marina Urola, S.A.	480	-	480
Other	38	-	38
Total Spain	**12,356**	**54,417**	**66,738**
Total	**12,356**	**54,417**	**66,773**

(1) Under construction.

The breakdown, by country, of the carrying amount of "Concession Infrastructure" at 31 December 2016 is as follows:

Country and company	Thousands of euros		
	Intangible asset model	Financial asset model	Total
Chile			
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	-	36	36
Sociedad Concesionaria Nuevo Camino Nogales - Puchuncaví, S.A. (2)	463	-	463
Sociedad Concesionaria Puente Industrial, S.A. (2)	-	21,665	21,665
Terminal Cerros de Valparaíso, S.A. (2)	59,472	-	59,472
Total Chile	**59,935**	**21,701**	**81,636**
Colombia			
Autopista Río Magdalena, S.A.S. (2)	-	51,229	51,229
Total Colombia	**-**	**51,229**	**51,229**
Spain			
Autovía de Aragón - Tramo 1, S.A.	147,182	-	147,182
Cercanías Móstoles Navalcarnero, S.A. (3)	266,017	-	266,017
Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.	48,396	-	48,396
Sociedad Concesionaria Aguas de Navarra, S.A. (3)	-	52,589	52,589
Terminal de Contenedores de Tenerife, S.A.	105,569	-	105,569
Terminales Marítimas del Sureste, S.A.	117,390	-	117,390
Other	641	-	641
Total Spain	**685,195**	**52,589**	**737,784**
Mexico			
Autopista Urbana Norte, S.A. de C.V. (1)	-	1,136,687	1,136,687
Concesionaria AT - AT, S.A. de C.V. (2)	97,042	-	97,042
Concesionaria Mexiquense, S.A. de C.V. (1)	-	2,897,225	2,897,225
Grupo Autopistas Nacionales, S.A.	66,462	-	66,462
Viaducto Bicentenario, S.A. de C.V. (1)	-	1,081,149	1,081,149
Total Mexico	**163,504**	**5,115,061**	**5,278,565**
Peru			
Autopista del Norte, S.A.C.	290,420	-	290,420
Total Peru	**290,420**	**-**	**290,420**
Total	**1,199,054**	**5,240,580**	**6,439,634**

(1) Concessions with guaranteed minimum revenue.
(2) Under construction.
(3) Involved in insolvency proceedings at 31 December 2016.

Impairment losses on concession infrastructure

Although substantially all of the concession infrastructure has been transferred to "Assets Classified as Held for Sale" (see Notes 1.3 and 3.8), at the end of each reporting period or whenever there are indications of impairment, the Group tests the assets for impairment to determine whether their recoverable amount has been reduced to below their carrying amount.

Recoverable amount is the higher of fair value and value in use.

Also, sensitivity analyses were performed in various growth scenarios, particularly in relation to toll revenue, operating margins and the discount rates applied.

The Parent's directors consider that the tests are sensitive to their key assumptions, but that these indicators are within a reasonable degree of sensitivity, which meant that no impairment losses were identified in 2017.

Generally, in order to calculate any possible impairment, the projected cash flows to be generated by the concessions are discounted. The main variables used for each concession are: the remaining term of each concession, forecast growth in traffic, CPI growth and the tax rates of each country.

The financial information on the companies for 2017 does not differ significantly from that considered in the projections and tests of 2016.

Based on the current information of the models, there are no indications of impairment and the investment will be recovered.

3.3.- Property, plant and equipment

The changes in "Property, Plant and Equipment" in the consolidated balance sheets in 2017 and 2016 were as follows:

Cost	Land and buildings	Machinery	Other fixtures, tools and furniture	Advances and property, plant and equipment in the course of construction	Other items of property, plant and equipment	Total
	Thousands of euros					
Balances at 1 January 2016	**462,115**	**479,202**	**150,508**	**44,733**	**106,462**	**1,243,020**
Additions and disposals due to changes in the scope of consolidation	46,257	-	25	569	66	46,917
Additions	7,335	13,436	14,412	39,074	7,764	82,021
Disposals	(38,636)	(44,642)	(14,454)	(4,380)	(10,970)	(113,082)
Transfers and other	(354,771)	(20,631)	(36,755)	(68,634)	(29,452)	(510,243)
Exchange differences	8,032	10,206	2,851	(5,125)	265	16,229
Balances at 31 December 2016	**130,332**	**437,571**	**116,587**	**6,237**	**74,135**	**764,862**
Additions and disposals due to changes in the scope of consolidation	-	-	-	-	-	-
Additions	1,315	14,768	5,096	17,333	10,417	48,929
Disposals	(4,061)	(43,406)	(6,966)	(4,330)	(5,168)	(63,931)
Transfers and other	(5,113)	(6,688)	(8,926)	(5,832)	(12,785)	(39,344)
Exchange differences	(3,955)	(19,068)	(8,042)	(147)	(4,951)	(36,163)
Balances at 31 December 2017	**118,518**	**383,177**	**97,749**	**13,261**	**61,648**	**674,353**
Accumulated depreciation						
Balances at 1 January 2016	**111,914**	**326,724**	**110,293**	**-**	**58,060**	**606,991**
Additions and disposals due to changes in the scope of consolidation	-	-	-	-	10	10
Additions	7,924	47,698	10,721	-	8,744	75,087
Disposals	(10,107)	(38,396)	(13,295)	-	(5,056)	(66,854)
Transfers and other	(75,768)	(8,739)	(18,568)	-	(15,426)	(118,501)
Exchange differences	1,895	6,419	1,845	-	959	11,118
Balances at 31 December 2016	**35,858**	**333,706**	**90,996**	**-**	**47,291**	**507,851**
Additions and disposals due to changes in the scope of consolidation	-	-	-	-	-	-
Additions	2,785	27,980	7,454	-	8,430	46,649
Disposals	(873)	(40,013)	(6,223)	-	(4,305)	(51,414)
Transfers and other	(1,493)	(7,048)	(5,548)	-	(5,441)	(19,530)
Exchange differences	429	(12,181)	(6,537)	-	(2,973)	(21,262)
Balances at 31 December 2017	**36,706**	**302,444**	**80,142**	**-**	**43,002**	**462,294**
Net balances at 31 December 2016	**94,474**	**103,865**	**25,591**	**6,237**	**26,844**	**257,011**
Net balances at 31 December 2017	**81,812**	**80,733**	**17,607**	**13,261**	**18,646**	**212,059**

The net balance at 31 December 2017 in the table above includes most notably the following items:

- Items of property, plant and equipment with a carrying amount of EUR 396 thousand (31 December 2016: EUR 402 thousand) mortgaged as security for loans against which EUR 161 thousand had been drawn down (31 December 2016: EUR 185 thousand) (see Note 3.17.1.).

At 31 December 2017 and 2016, there were no material amounts relating to items of property, plant and equipment that were temporarily idle or retired from active use.

The Group takes out the insurance policies required to cover the possible risks to which its property, plant and equipment are subject.

Property, plant and equipment with a gross cost of EUR 217,484 thousand had been fully depreciated and were still in use at 31 December 2017 (31 December 2016: EUR 198,895 thousand).

At 31 December 2017, no amount was recognised under "Property, Plant and Equipment" relating to borrowing costs capitalised during the construction period (31 December 2016: EUR 2,204 thousand).

The detail of the changes in borrowing costs capitalised at 31 December 2017 and 2016 is as follows:

	Thousands of euros
Balances at 1 January 2016	**13,790**
Additions	446
Transfers	(12,180)
Exchange differences	148
Balances at 31 December 2016	2,204
Disposals	(2,204)
Balances at 31 December 2017	-

3.4.- Investment property

The changes in "Investment Property" in the consolidated balance sheets in 2017 and 2016 were as follows:

	Thousands of euros
Balances at 1 January 2016	**61,921**
Additions and disposals due to changes in the scope of consolidation	10,739
Additions	7,243
Disposals	(3,401)
Exchange differences	(7,342)
Transfers	(2,323)
Balances at 31 December 2016	**66,837**
Additions	30,138
Disposals	(18,673)
Exchange differences	(4,458)
Transfers	(560)
Balances at 31 December 2017	**73,284**

At 31 December 2017, certain items of investment property with a carrying amount of EUR 3,218 thousand (31 December 2016: EUR 175 thousand) had been mortgaged as security for loans against which EUR 5,212 thousand had been drawn down (31 December 2016: EUR 119 thousand) (see Note 3.17.1.).

At 31 December 2017, the main investment property was the Mayakoba tourism development in the Riviera Maya area of Mexico, amounting to EUR 61,994 thousand (31 December 2016: EUR 56,789 thousand).

The tourism development in Mayakoba includes land awaiting development, and the relevant "Investment Property" line item includes only the land awaiting development, including most notably one plot of land with beach access which has licences to develop up to a maximum of 10,000 housing units.

The fair value of the Group's investment property at 31 December 2017, calculated mainly by reference to third-party appraisals and in-house estimates, amounted to EUR 106,665 thousand (31 December 2016: EUR 103,457 thousand).

3.5.- Goodwill

The detail, by company, of "Goodwill" in the consolidated balance sheets as at 31 December 2017 and 2016 is as follows:

Companies giving rise to goodwill	Thousands of euros	
	2017	2016
Agrupación Guinovart Obras y Servicios Hispania, S.A.	2,492	2,492
Avalora Tecnologías de la Información, S.A.	4,918	4,918
Construcciones Adolfo Sobrino, S.A.	3,408	3,408
Constructora Mayaluum, S.A. de C.V.	350	350
Constructora TP, S.A.C.	849	849
EyM Instalaciones, S.A.	99	99
OHL Servicios - Ingesan, S.A.U.	399	399
Total	**12,515**	**12,515**

In 2017 the Group analysed the recoverability of this goodwill based on the estimates and projections available by applying the discounted cash flow method. In this connection, it was concluded that there was no indication of impairment.

3.6.- Financial assets

Investment securities

The detail of "Investment Securities" at 31 December 2017 and 2016 is as follows:

	Thousands of euros			
	2017		2016	
	Non-current	Current	Non-current	Current
Held-to-maturity securities	1,143	46,657	1,443	56,988
Available-for-sale securities	207,970	3	112,421	339,180
Subtotal	**209,113**	**46,660**	**113,864**	**396,168**
Impairment losses	(148,049)	-	(112,549)	(3,673)
Total	**61,064**	**46,660**	**1,315**	**392,495**

The amounts of investment securities classified as current relate in full to securities maturing at over three months and at under twelve months.

"Impairment Losses" includes the estimated impairment losses that had to be recognised to write down the carrying amount of the investment securities to their fair value.

At 31 December 2017, "Investment Securities" included:

1) "Available-for-Sale Securities" amounting to EUR 108,480 thousand relating to the ownership interests in Aeropistas, S.L. and Autopista Eje Aeropuerto Concesionaria Española, S.A. These ownership interests have been written down in full.

2) "Available-for-Sale Securities" amounting to EUR 95,549 thousand relating to the ownership interest in Cercanías Móstoles Navalcarnero, S.A. This ownership interest has been partially written down -EUR (35,638) thousand-, and, therefore, the carrying amount of the ownership interest totals EUR 59,911 thousand, which the Group considers it will recover based on the measurement set forth below in this note.

Other receivables and deposits and guarantees given

The detail is as follows:

	Thousands of euros			
	2017		2016	
	Non-current	Current	Non-current	Current
Other receivables	450,037	100,762	378,300	271,412
Deposits and guarantees given	123,798	6,106	157,039	12,950
Impairment losses and write-downs	(133,908)	(13,409)	(133,823)	(13,409)
Total, net	**439,927**	**93,459**	**401,516**	**270,953**

If the loans granted to other companies pose any collection risk an impairment loss is recognised.

All the initial amounts are increased by accrued interest receivable.

At 31 December 2017, "Other Receivables" and "Deposits and Guarantees Given" included:

1) EUR 97,596 thousand (31 December 2016: EUR 111,835 thousand) (QAR 432.0 million) corresponding to guarantees unduly enforced by Qatar Foundation arising from the lawsuit with this customer in connection with the contract for the design and construction of the Sidra Medical Research Centre (Doha, Qatar), which the Group considers, based on the opinion of its legal advisers, to be recoverable in full.

2) EUR 15,869 thousand relating to guarantees of Cercanías Móstoles Navalcarnero, S.A. unduly enforced by the Autonomous Community Government of Madrid, which the Group considers, based on the opinion of its legal advisers, to be recoverable in full (see Note 4.6.2.5).

3) A participating loan of EUR 148,241 thousand relating to Aeropistas, S.L. and Autopista Eje Aeropuerto Concesionaria Española, S.A. An impairment loss of EUR (129,654) thousand was recognised on this loan and, therefore, it has a carrying amount of EUR 18,587 thousand (see Note 4.6.2.5).

4) EUR 125,879 thousand classified as loans and receivables relating to a participating loan of Cercanías Móstoles Navalcarnero, S.A., which previously was fully consolidated and is now recognised under this heading since it is in liquidation (see Note 4.6.2.5).

5) EUR 79,676 thousand relating to an account receivable from Grupo Villar Mir, S.A.U. as a result of the rescission of the agreement to purchase all of the share capital of Pacadar, S.A. The refund of the price paid is secured by the pledge of all the shares of Pacadar, S.A., and bears annual interest of 5.0% (see Note 4.4).

6) An impairment loss of EUR 9,999 thousand recognised on the Banco Popular, S.A. shares in 2017.

7) Loans to associates amounting to EUR 67,580 thousand (31 December 2016: EUR 102,121 thousand).

Impairment of Cercanías Móstoles Navalcarnero, S.A.

In view of the fact that Cercanías Móstoles Navalcarnero, S.A. is in liquidation, the Group considered the minimum recoverable amount to be the early termination value, which is estimated to exceed the carrying amount.

To calculate the early termination value, the provisions of Legislative Royal Decree 2/2000 were taken into account, which establish that in the event of termination of the concession arrangement the grantor must pay the concession operator the amounts invested for:

i. The compulsory purchase of land

ii. The construction work

iii. The acquisition of assets necessary to operate the concession.

In addition to the foregoing, the particular administrative specifications of this concession arrangement provide for the payment, in any event, and regardless of the ground for termination of the arrangement, of all the investments made to perform the arrangement, including those relating to construction work and installation projects, repair and major repair work, initially unforeseen construction work, and the investments to acquire and replace rolling stock, based in all cases on the level of amortisation taken.

The Group considers that the costs and amounts recognised are consistent with the foregoing items and, consequently, considers them to be recoverable.

The foregoing supports the total carrying amount of EUR 185,790 million recognised by the Group (an ownership interest of EUR 59,911 thousand and a participating loan of EUR 125,879 thousand), as upheld by studies conducted by independent legal and technical experts. In this regard, although there is uncertainty regarding when the liquidation will be resolved, and the ultimate amount to which the Group will be entitled, the directors consider that the latter will be higher than the carrying amount recognised at 2017 year-end.

3.7.- Joint arrangements

3.7.1. Investments accounted for using the equity method

The investments accounted for using the equity method at 31 December 2017 and 2016 were as follows:

Companies	Thousands of euros	
	2017	2016
Joint ventures		
Altos de Ciudad de Mayakoba, S.A. de C.V.	1,359	-
Consorcio Conpax OHL Valko, S.A.	2,494	346
Constructora Libramiento Elevado de Puebla, S.A. de C.V.	-	6,467
Controladora Vía Rápida Poetas, S.A.P.I. de C.V.	-	90,470
Coordinadora Vía Rápida Poniente, S.A.P.I. de C.V.	-	754
FHP Villas Lote 2, S.A. de C.V.	1,741	1,238
Fideicomiso Desarrollo OV CIB/2185	2,133	2,568
Health Montreal Collective CJV, L.P.	60,372	-
Libramiento Elevado de Puebla, S.A. de C.V.	-	44,098
Nova Dársena Esportiva de Bara, S.A.	14,369	14,461
Novaterra Caribe, S.A.P.I. de C.V.	4,445	2,354
OHL Construction Canada and FCC Canada Limited Partnership	-	7,244
OHL FCC North Tunnels Canada, Inc.	8,494	9,013
Proyecto CCC Empalme I, S.A.P.I. de C.V.	2,011	6,513
Rhatigan OHL Limited	1,066	-
Sociedad Concesionaria Vespucio Oriente, S.A.	-	25,780
Other	836	806
Associates		
Administradora Mexiquense del Aeropuerto Internacional de Toluca, S.A. de C.V.	-	43,209
Alse Park, S.L.	4,831	5,638
Arenales Solar PS, S.L.	19,400	18,546
Desarrollos RBK en la Riviera, S.A. de C.V.	2,460	-
E.M.V. Alcalá de Henares, S.A.	1,975	1,975
Golf de Mayakoba, S.A. de C.V.	5,535	-
Health Montreal Collective Limited Partnership	7,039	6,974
Hotel Hoyo Uno, S. de R.L. de C.V.	5,455	-
Islas de Mayakoba, S.A. de C.V.	16,072	-
Mayakoba Thai, S.A. de C.V.	13,214	-
Metro Ligero Oeste, S.A.	-	84,879
Nuevo Hospital de Toledo, S.A.	915	2,040
Operadora Hotelera del Corredor de Mayakoba, S.A. de C.V.	8,705	-
Proyecto Canalejas Group, S.L.	46,221	79,590
57 Whitehall Holdings S.A.R.L.	69,808	57,113
Other	2,177	1,535
Total	**303,127**	**513,611**

The changes in "Investments Accounted for Using the Equity Method" in the consolidated balance sheets in 2017 and 2016 were as follows:

	Thousands of euros	
	2017	2016
Beginning balance	**513,611**	**1,668,246**
Increases	140,511	280,545
Share of loss for the year from continuing operations	(45,452)	(35,255)
Share of profit for the year from discontinued operations	36,517	-
Decreases	(56,743)	(27,240)
Additions and disposals due to changes in the scope of consolidation	73,303	(1,372,685)
Transfers to non-current assets classified as held for sale	(358,620)	-
Ending balance	**303,127**	**513,611**

The additions and disposals due to changes in the scope of consolidation in 2017 relate mainly to companies that in 2016 were classified as held for sale and which in 2017 were accounted for using the equity method.

Appendices I, II and III include a list of the main investments accounted for using the equity method, showing the name, registered office, percentage of ownership and equity of the related companies and the net cost of the investment.

Following are the main aggregates of the joint ventures at 31 December 2017, in proportion to the percentage of ownership:

	Thousands of euros
Loss for the year from continuing operations	(28,761)
Profit after tax from discontinued operations	27,324
Total comprehensive income	**(1,437)**

Following are the main aggregates at 31 December 2017 of the other associates, in proportion to the percentage of ownership:

	Thousands of euros
Loss for the year from continuing operations	(16,691)
Profit after tax from discontinued operations	9,193
Other comprehensive income	2,685
Total comprehensive income	**(4,813)**

3.7.2 Joint operations

The Group undertakes certain of its business activities by participating in contracts that are executed jointly with other non-Group venturers, mainly through unincorporated temporary joint ventures ("UTEs") and other similar entities, which are proportionately consolidated in the Group's consolidated financial statements.

Following are the main aggregates at 31 December 2017 of the joint operations, in proportion to the percentage of ownership, which the Group considers not to be material taken individually:

	Thousands of euros
Non-current assets	120,431
Current assets	952,417
Non-current liabilities	4,383
Current liabilities	1,023,987
Revenue	676,204
Profit from operations	60,181
Profit before tax	63,987

There is no individual joint operation that is material with respect to the Group's assets, liabilities and results.

3.8.- Non-current assets and liabilities classified as held for sale and discontinued operations

As indicated in Note 1.3, "Discontinued Operations", in 2017 OHL Concesiones, S.A.U.'s operations were discontinued.

The discontinuation of the Concessions line of business meant that:

- In the consolidated balance sheet as at 31 December 2017 all OHL Concesiones, S.A.U.'s assets were presented as a single line item under "Non-Current Assets Classified as Held for Sale and Discontinued Operations" and all its liabilities as a single line item under "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations".

- In the consolidated statements of profit or loss for 2017 and 2016, the profit net of tax and before non-controlling interests was presented as a single line item under "Profit for the Year from Discontinued Operations Net of Tax".

- The consolidated statements of cash flows for 2017 and 2016 were obtained after adjusting the 2016 and 2015 balances in line with 2017.

Set forth below is an illustration of the effect in 2017, by balance sheet heading, of the classification of these investments as held for sale, followed by a detail, by heading, of the statements of profit or loss and of cash flows of the discontinued Concessions line of business.

ASSETS	Thousands of euros 31/12/17
Non-current assets	
Concession infrastructure	6,295,778
Property, plant and equipment of companies accounted for using the equity method	358,620
Deferred tax assets	318,862
Other non-current assets	62,801
Total non-current assets	**7,036,061**
Current assets	
Non-current assets classified as held for sale and discontinued operations	**(8,023,590)**
Inventories	37,054
Trade and other receivables	201,811
Current financial assets	215,656
Other current assets	25,718
Cash and cash equivalents	507,290
Total current assets	**(7,036,061)**
Total assets	**-**
LIABILITIES	**31/12/17**
Non-current liabilities	
Bank borrowings	1,881,064
Deferred tax liabilities	1,181,569
Long-term provisions	134,063
Other non-current liabilities	173,255
Total non-current liabilities	**3,369,951**
Current liabilities	
Liabilities associated with non-current assets classified as held for sale and discontinued operations	**(4,141,724)**
Bank borrowings and other financial liabilities	494,375
Trade and other payables	78,051
Other current liabilities	199,347
Total current liabilities	**(3,369,951)**
Total liabilities	**-**

STATEMENT OF PROFIT OR LOSS	Thousands of euros 2017	2016
Revenue	439,963	520,260
Other operating income	838,599	594,691
TOTAL INCOME	**1,278,562**	**1,114,951**
Procurements	(62,474)	(144,780)
Staff costs	(61,305)	(72,521)
Other operating expenses	(170,537)	(98,469)
Depreciation and amortisation charge	(26,539)	(37,150)
Changes in provisions and allowances	13	(34,075)
PROFIT FROM OPERATIONS	**957,720**	**727,956**
Finance income	43,883	30,812
Finance costs	(313,476)	(369,214)
Exchange differences	(23,155)	(6,747)
Net gains (losses) on remeasurement of financial instruments at fair value	(29,404)	49,718
Results of companies accounted for using the equity method	36,517	113,630
Net gains on disposals of financial instruments	21,778	265,226
PROFIT BEFORE TAX	**693,863**	**811,381**
Income tax	(196,280)	(189,083)
PROFIT FOR THE YEAR FROM DISCONTINUED OPERATIONS, NET OF TAX	**497,583**	**622,298**

CASH FLOWS FROM THE DISCONTINUED OPERATIONS	Thousands of euros 2017	2016
Cash flows from operating activities	364,284	122,710
Cash flows from investing activities	456,424	1,099,822
Cash flows from financing activities	(462,980)	(1,357,933)
CASH FLOWS FROM DISCONTINUED OPERATIONS, NET OF TAX	**357,728**	**(135,401)**

In accordance with IFRS 5, in 2016 "Non-Current Assets Classified as Held for Sale" and "Liabilities Associated with Non-Current Assets Classified as Held for Sale" included the assets and liabilities of: Lagunas de Mayakoba, S.A. de C.V., Operadora Mayakoba, S.A. de C.V., Operadora Hotelera del Corredor de Mayakoba, S.A. de C.V., Servicios Hoteleros del Corredor de Mayakoba, S.A. de C.V., Islas de Mayakoba, S.A. de C.V., Islas de Mayakoba Servicios, S.A. de C.V., Desarrollos RBK en la Riviera, S.A. de C.V., Aqua Mayakoba, S.A. de C.V., Lote 3 Servicios, S.A. de C.V., Mayakoba Thai, S.A. de C.V., Controladora Hoyo 1, S.A. de C.V., Hotel Hoyo Uno, S. de R.L. de C.V., HH1 Servicios, S. de R.L. de C.V., Golf de Mayakoba, S.A. de C.V. and Golf Mayakoba Servicios, S.A. de C.V., which were in the process of being divested and which were sold in 2017 (see Note 3.22.)

ASSETS	Thousands of euros
Non-current assets	
Property, plant and equipment	384,998
Investment property	13,318
Non-current financial assets	1,332
Deferred tax assets	32,961
Total non-current assets	432,609
Current assets	
Non-current assets classified as held for sale and discontinued operations	**(491,963)**
Inventories	2,334
Trade and other receivables	20,808
Current financial assets	30,768
Other current assets	1,244
Cash and cash equivalents	4,200
Total current assets	(432,609)
Total assets	-
LIABILITIES	
Non-current liabilities	
Bank borrowings	149,884
Other financial liabilities	1,416
Deferred tax liabilities	8,918
Deferred income	3
Total non-current liabilities	160,221
Current liabilities	
Liabilities associated with non-current assets classified as held for sale and discontinued operations	**(220,008)**
Bank borrowings	14,594
Other financial liabilities	30
Trade and other payables	31,369
Provisions	1,426
Other current liabilities	12,368
Total current liabilities	(160,221)
Total liabilities	-

3.9.- Trade and other receivables

Trade receivables for sales and services

The detail of "Trade Receivables for Sales and Services" at 31 December 2017 and 2016 is as follows:

	Thousands of euros	
	2017	2016
Trade receivables for sales and services		
Amounts to be billed for work or services performed	1,039,355	1,031,550
Progress billings receivable	528,268	631,841
Retentions	140,001	134,705
Trade notes receivable	2,783	8,286
Subtotal	**1,710,407**	**1,806,382**
Customer advances	(477,757)	(461,614)
Total net of advances	**1,232,650**	**1,344,768**
Write-downs and provisions	(299,625)	(313,085)
Total, net	**933,025**	**1,031,683**

At 31 December 2017, the balance of "Trade Receivables for Sales and Services" had been reduced by EUR 40,838 thousand (31 December 2016: EUR 53,108 thousand) relating to the accounts receivable from customers factored to banks. Since these factoring arrangements are without recourse in the event of non-payment, they are treated as a reduction of trade receivables.

The detail of "Trade Receivables for Sales and Services" by type of customer is as follows:

	Thousands of euros	
	2017	2016
Spain	**391,275**	**391,293**
Public sector	**159,705**	**162,516**
Central government	31,939	42,363
Autonomous community governments	41,266	52,647
Local governments	38,429	35,455
Other agencies	48,071	32,051
Private sector	**231,570**	**228,777**
Abroad	**1,319,132**	**1,415,089**
Total	1,710,407	1,806,382

At 31 December 2017, 55.2 % (EUR 727,900 thousand) of the balance of "Trade Receivables for Sales and Services - Abroad" related to the public sector and 44.8% (EUR 591,232 thousand) to the private sector.

Of the balance of "Progress Billings Receivable" and "Trade Notes Receivable", totalling EUR 531,051 thousand, 62.3% (EUR 330,953 thousand) relate to the public sector and 37.7% (EUR 200,098 thousand) to the private sector.

The detail of the aging of this balance is as follows:

	Thousands of euros		
	Type of customer		
	Public sector	Private sector	Total
0 to 90 days	259,849	76,394	336,243
91 to 180 days	20,710	9,411	30,121
181 to 360 days	20,561	3,684	24,245
More than 360 days	29,833	110,609	140,442
Total	**330,953**	**200,098**	**531,051**

The Group includes under "Trade Receivables for Sales and Services - Amounts to Be Billed for Work or Services Performed" the amount of claims under negotiation with customers or in dispute (either in court or in arbitration) that it expects will probably be obtained, as indicated in Note 2.6.15.2.1. All the amounts recognised as a result of court claims or requests for arbitration relate mainly to projects that have already been completed.

The Group has lodged claims with customers totalling approximately EUR 739,800 thousand (2016: EUR 693,100 thousand).

The change in claims compared with 2016 is due mainly to the inclusion of the claim relating to the **"Design & Build Package 5 - Major Stations - Doha Metro Project"** contract, as well as the reduced amount of the **"Algiers Southern Bypass"** claim, as a result of the agreement concluded with the customer.

Additionally, and as a result of a reassessment of the situation of all the claims filed, assessing the status of the negotiations with customers and the probability of success of the claims at short term, together with other circumstances, the Group performed new estimates of the revenue from the projects, significantly reducing the amount of the claims recognised with respect to those in the consolidated financial statements for 2016.

Based on the foregoing, the Group recognised under "Trade Receivables for Sales and Services" EUR 402,000 thousand relating to these claims (2016: EUR 425,200 thousand), of which EUR 346,600 thousand were in dispute (either in court or in arbitration), representing 86.2% of the total amount (2016: EUR 355,600 thousand, representing 83.6% of the total amount).

However, since the Group fully retains the legitimate right to collect all of the related amounts, it will continue to take all the actions required to recover them.

No income was recognised in relation to claims in dispute (either in court or in arbitration) in 2017.

The changes in the related provisions in 2017 and 2016 were as follows:

	Thousands of euros	
	2017	2016
Balance at 1 January	(313,085)	(432,806)
Provisions recognised	(9,607)	(65,825)
Provisions used	4,920	36,528
Provisions reversed	18,483	146,644
Exchange differences	(721)	(4)
Changes in the scope of consolidation	(246)	-
Transfers to "Non-Current Assets Classified as Held for Sale and Discontinued Operations"	631	2,378
Balance at 31 December	(299,625)	(313,085)

Of the total provisions at 31 December 2017, EUR 204,680 thousand covered possible losses arising from the disputed claims recognised and the remaining EUR 94,945 thousand related to doubtful debts associated with other receivables.

In order to determine the amount of the provisions for possible losses arising from claims recognised, estimates are made which take the following into account for each project on a case-by-case basis:

- The status of the negotiations with each customer.
- The technical assessment of the work performed and of the conformity thereof with the contract with the customer, performed by the project managers and taking into account, if appropriate, any expert reports.
- Assessments made by the Group's internal and external legal advisers to estimate the feasibility and chances of success of the claim filed, based on the knowledge of the project and the related stage of completion; the status is updated on the basis of any new milestone or change.

For other provisions, mainly for doubtful debts, estimates are made considering any failure to meet payment obligations under the contracts and the probability of default, which are analysed for each contract and customer. At each reporting date the information is updated to determine the recoverable amount.

Other supplementary information on construction contracts and other contracts under which the related revenue and costs are recognised by reference to the stage of completion

Contract revenue associated with construction contracts and certain services contracts is recognised by reference to the stage of completion pursuant to IAS 11 (see Note 2.6.15.2.1.).
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 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 when work commences on 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 consolidated balance sheet.

Also, in certain contracts the customer retains a portion of the price to be paid in each progress billing to guarantee the fulfilment 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 consolidated balance sheet.

The detail of the amounts recognised in this connection at 31 December 2017 and 2016 is as follows:

	Thousands of euros			
	2017	2016	Difference	Change %
Amounts to be billed for work performed	1,029,516	1,024,678	4,838	0.5
Customer advances	(469,283)	(442,570)	(26,713)	6.0
Construction contracts, net	**560,233**	**582,108**	**(21,875)**	**-3.8**
Retentions	140,001	134,705	5,296	3.9
Net amount after advances and retentions	**700,234**	**716,813**	**(16,579)**	**-2.3**

Other receivables

The detail of the related accounts receivable at 31 December 2017 and 2016 is as follows:

	Thousands of euros					
	2017			2016		
	Gross balance	Write-downs	Net balance	Gross balance	Write-downs	Net balance
Receivable from associates	172,163	(993)	171,170	254,050	(1,195)	252,855
Employee receivables	1,655	-	1,655	2,435	-	2,435
Tax receivables (Note 3.21.)	89,650	-	89,650	204,366	-	204,366
Sundry accounts receivable	68,230	(5,312)	62,918	142,253	(14,988)	127,265
Total	**331,698**	**(6,305)**	**325,393**	**603,104**	**(16,183)**	**586,921**

The balances receivable from associates relate mainly to transactions associated with the Group's normal business activities, which are performed on an arm's length basis.

The net balance of "Sundry Accounts Receivable" at 31 December 2017 and 2016 is broken down as follows:

	Thousands of euros	
	2017	2016
Provision of services, leases and sale of machinery and materials	62,918	85,335
Amounts receivable for compulsory purchases	-	41,930
Total	**62,918**	**127,265**

3.10.- Cash and cash equivalents

"Cash and Cash Equivalents" relates to the Group'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.

Most of the balances relate to short-term deposits.

3.11.- Share capital

The changes in the share capital of the Parent in 2017 and 2016 were as follows:

	Number of shares	Par value (Thousands of euros)
Number of shares and par value of share capital at 31 December 2016	298,758,998	179,255
Number of shares and par value of share capital at 31 December 2017	298,758,998	179,255

The share capital of OHL, S.A. amounts to EUR 179,255,398.80, divided into 298,758,998 shares of EUR 0.60 par value each, all of the same class and series. The shares are listed on the Madrid and Barcelona Stock Exchanges and are traded on the Spanish Stock Market Interconnection System.

The detail of the companies with a direct or indirect ownership interest of 3% or more in the share capital of the Parent at 31 December 2017 is as follows:

Company	% of ownership
Inmobiliaria Espacio, S.A.	51.124
Société Générale, S.A.	4.285
Deutsche Bank, A.G.	4.243
Hengistbury Investment Partners LLP	3.687
Hengistbury Master Fund Limited	3.391
Santander Asset Management, S.A. SGIIC	3.022

The shareholders at the Extraordinary General Meeting held on 9 January 2018 resolved to reduce the Parent's share capital by EUR 7,326,425.40 by retiring 12,210,709 treasury shares of EUR 0.60 par value each, representing a total of 4.087% of the share capital. Consequently, following the capital reduction the share capital will amount to EUR 171,928,973.40, represented by 286,548,289 shares of EUR 0.60 par value each.

The public deed for the capital reduction approved by the shareholders at the Extraordinary General Meeting was formally registered at the Madrid Mercantile Registry on 6 February 2018.

The capital reduction will be charged to unrestricted reserves and will not give rise to a reimbursement of shareholder contributions. The Company will recognise a reserve for an amount equal to the par value of the retired shares, use of which will be subject to the same requirements as those for the capital reduction, as provided for in the Spanish Limited Liability Companies Law, and, consequently, the Parent's creditors will not be entitled to object to the capital reduction.

3.12.- Share premium

	Thousands of euros
Balance at 1 January 2016	1,265,300
Balance at 31 December 2016	**1,265,300**
Balance at 31 December 2017	**1,265,300**

The Consolidated Spanish Limited Liability Companies Law expressly permits the use of the share premium account balance to increase the capital of the entities at which it is recognised and does not establish any specific restrictions as to its use.

3.13.- Treasury shares

The changes in "Treasury Shares" in 2017 and 2016 were as follows:

	No. of shares	Thousands of euros
Balance at 1 January 2016	**256,926**	**3,908**
Purchases	35,103,311	155,566
Sales	(23,398,436)	(113,329)
Balance at 31 December 2016	**11,961,801**	**46,145**
Purchases	16,100,595	63,937
Sales	(15,530,457)	(61,444)
Balance at 31 December 2017	**12,531,939**	**48,638**

3.14.- Reserves

The detail of the reserves in the consolidated balance sheets in 2017 and 2016 is as follows:

	Thousands of euros	
	2017	2016
Restricted reserves of the Parent		
Legal reserve	11,969	11,969
Reserve for retired capital	3,856	3,856
Subtotal	**15,825**	**15,825**
Voluntary and consolidation reserves		
Attributable to the Parent	(707,018)	(189,470)
Attributable to the consolidated companies	2,225,326	2,235,397
Subtotal	**1,518,308**	**2,045,927**
Total	**1,534,133**	**2,061,752**

Legal reserve

Under the Consolidated Spanish Limited Liability Companies Law, a minimum of 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. 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. Otherwise, until the legal reserve exceeds 20% of share capital, it can only be used to offset losses, provided that sufficient other reserves are not available for this purpose.

Reserve for retired capital

The balance of "Reserve for Retired Capital" amounted to EUR 3,856 thousand at 31 December 2017 (31 December 2016: EUR 3,856 thousand), as a result of the capital reductions performed in 2009 amounting to EUR 2,625 thousand and in 2006 amounting to EUR 1,231 thousand, through the retirement of treasury shares, and pursuant to current legislation safeguarding the guarantee provided by equity vis-à-vis third parties.

This reserve is restricted as to its use and may only be used if the same requirements as those stipulated for capital reductions are met, i.e. the shareholders at the Annual General Meeting must decide on its use.

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 the end of 2017 EUR 6,181 thousand of the Parent's "Share Premium" and "Other Reserves" were restricted.

Reserves of consolidated companies

The detail, by company, of the balances of "Reserves of Consolidated Companies" in the consolidated balance sheets as at 31 December 2017 and 2016 is as follows:

Companies	Thousands of euros	
	2017	2016
Autopista del Norte, S.A.C. (*)	43,859	32,954
Autopista Urbana Norte, S.A. de C.V. (*)	248,227	189,770
Community Asphalt Corp.	(42,737)	(30,539)
Concesionaria Mexiquense, S.A. de C.V. (*)	405,871	533,924
Constructora de Proyectos Viales de México, S.A. de C.V.	153,434	148,157
Controladora Vía Rápida Poetas, S.A. de C.V. (*)	74,714	58,441
Health Montreal Collective CJV, L.P.	(159,880)	(12,276)
Huaribe, S.A. de C.V.	(26,387)	(27,524)
Judlau Contracting, Inc.	19,193	18,076
Latina México, S.A. de C.V. (*)	3,053	53,057
Magenta Infraestructura, S.L. (*)	19,180	-
Obrascón Huarte Lain Construcción Internacional, S.L.	(155,151)	(19,119)
Obrascón Huarte Lain, Desarrollos, S.L.	(84,915)	(59,258)
OHL Andina, S.A.	20,991	18,716
OHL Arabia, LLC	29,953	49,719
OHL Central Europe, a.s.	46,315	(29,719)
OHL Concesiones, S.A. (*)	424,351	670,979
OHL Construction Canadá and FCC Canada Limited Partnership	(61,747)	(59,967)
OHL Emisiones, S.A.U. (*)	390,259	154,183
OHL Finance, S.á.r.l.	244,699	28
OHL Industrial, S.L.	944	(61,469)
OHL Investments, S.A. (*)	(342,904)	(343,710)
OHL México, S.A.B. de C.V. (*)	1,016,153	864,901
OHL USA, Inc.	(103,976)	(44,190)
OHL ZS, a.s.	(19,134)	31,874
OHLDM, S.A. de C.V.	(24,437)	7
Operadora Hotelera del Corredor Mayakoba, S.A. de C.V.	-	(33,599)
Organización de Proyectos de Infraestructura, S.A.P.I. de C.V. (*)	(18,011)	(20,629)
Terminales Marítimas del Sureste, S.A. (*)	(26,971)	(23,480)
Viaducto Bicentenario, S.A. de C.V. (*)	222,177	183,852
ZPSV, a.s.	(70,246)	4,650
Other	(1,551)	(12,412)
Total	2,225,326	2,235,397

(*) Companies included in the discontinued line of business.

3.15.- Valuation adjustments

Valuation adjustments relating to hedges

The valuation adjustments relating to hedges include the amount of the changes in the fair value of financial derivatives, net of the related tax effect.

The changes in "Valuation Adjustments Relating to Hedges" in 2017 and 2016 were as follows:

	Thousands of euros	
	2017	2016
Beginning balance	(43,207)	(189,577)
Net change in the year at fully consolidated companies	19,854	52,792
Net change in the year at companies accounted for using the equity method	2,685	93,578
Ending balance	(20,668)	(43,207)

Valuation adjustments relating to available-for-sale financial assets

The changes in "Valuation Adjustments Relating to Available-for-Sale Financial Assets" in 2017 and 2016 were as follows:

	Thousands of euros	
	2017	2016
Beginning balance	(15,011)	-
Valuation adjustments relating to available-for-sale financial assets / reclassification to profit or loss	15,011	(15,011)
Ending balance	-	(15,011)

Translation differences

The detail, by country and company, of "Translation Differences" at 31 December 2017 and 2016 is as follows:

Country	Thousands of euros	
	2017	2016
Saudi Arabia	4,411	11,477
Argentina	(1,931)	(1,996)
Canada	8,773	(4,151)
Colombia	(13,397)	(4,058)
Mexico	(726,426)	(577,388)
Chile	273	7,718
Peru	(2,415)	9,886
United Kingdom	(7,055)	(4,952)
Czech Republic	4,096	5,533
US	1,528	29,143
Other countries	1,502	(1,129)
Total	(730,641)	(529,917)

3.16.- Non-controlling interests

The balance of "Non-Controlling Interests" in the consolidated balance sheet reflects the interest of non-controlling shareholders in the fully consolidated companies. The balance relating to non-controlling interests in the consolidated statement of profit or loss reflects the share of non-controlling shareholders in the profit or loss for the year.

The detail of "Non-Controlling Interests" in the consolidated balance sheets as at 31 December 2017 and 2016 is as follows:

Companies	Thousands of euros	
	2017	2016
Autopista Urbana Norte, S.A. de C.V. (*)	168,201	130,872
Autovías Concesionadas OHL, S.A. de C.V. (*)	(2,025)	(4,990)
Community Asphalt Corp.	-	5,352
Concesionaria AT - AT, S.A. de C.V. (*)	(21,236)	(12,731)
Concesionaria Mexiquense, S.A. de C.V. (*)	889,880	627,673
Grupo Autopistas Nacionales, S.A. (*)	6,579	4,665
Hotel Hoyo Uno, S. de R.L. de C.V.	-	15,603
Latina México. S.A. de C.V. (*)	2,138	34,700
Magenta Infraestructuras, S.L.U. (*)	815,248	-
Mayakoba Thai, S.A. de C.V.	-	4,786
OHL Industrial and Partners LLC	(5,596)	(3,101)
OHL México, S.A.B. de C.V. (*)	(40,442)	672,923
OHL Toluca, S.A. de C.V. (*)	(47,016)	(47,013)
OPCEM, S.A.P.I. de C.V. (*)	3,123	2,513
Operadora Concesionaria Mexiquense, S.A. de C.V. (*)	6,602	5,139
Operadora Mayakoba, S.A. de C.V.	-	8,492
Organización de Proyectos de Infraestructura, S.A.P.I. de C.V. (*)	117,900	55,542
Sociedad Concesionaria Aguas de Navarra, S.A.	3,154	2,513
Viaducto Bicentenario, S.A. de C.V. (*)	111,729	98,047
Other	8,324	2,219
Total	**2,016,563**	**1,603,204**

(*) Companies included in the discontinued line of business.

The main change in 2017 corresponds to the sale of 24.01% of Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.

The detail of the share of non-controlling interests in the profit or loss for 2017 and 2016 is as follows:

Companies	Thousands of euros	
	2017	2016
Autopista Urbana Norte, S.A. de C.V.	64,215	44,393
Concesionaria Mexiquense, S.A. de C.V.	194,930	130,008
Grupo Autopistas Nacionales, S.A.	3,424	1,793
Hotel Hoyo Uno, S. de R.L. de C.V.	(152)	2,100
Magenta Infraestructuras, S.L.U.	(5,677)	-
Metro Ligero Oeste, S.A.	-	11,290
OHL Industrial and Partners LLC	(3,032)	(2,501)
OHL México, S.A.B. de C.V.	1,806	(11,808)
Operadora Concesionaria Mexiquense, S.A. de C.V.	2,816	1,580
Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.	(17,312)	(12,170)
Viaducto Bicentenario, S.A. de C.V.	41,654	29,085
Other	9,460	3,252
Total	**292,132**	**197,022**

The profit for 2017 attributable to the non-controlling interests of discontinued operations amounts to EUR 292,513 thousand.

The detail of the percentages of ownership and the company name of the non-controlling shareholders at 31 December 2017 of the fully consolidated Group companies is as follows.

Company	% Non-controlling interests	Company name
Autopista Urbana Norte, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Autovías Concesionadas OHL, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Cogeneración Complejo Pajaritos, S.A.P.I. de C.V.	50.00%	Senermex Ingeniería y Sistemas, S.A. de C.V.
Concesionaria AT - AT, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Concesionaria Mexiquense, S.A. de C.V.	63.29%	Woodside Spain, S.L. (through Organización de Proyectos de Infraestructuras, S.A.P.I. de C.V.)
	7.72%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Consorcio Aura - OHL, S.A.	35.00%	Aura Ingeniería, S.A.
Construcciones Amozoc Perote, S.A. de C.V.	30.82%	Invex Infraestructura, S.A.P.I. de C.V.
	29.85%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Estación Rebombeo Degollado, S.A.P.I. de C.V.	50.00%	Construcciones Industriales Tapia, S.A. de C.V.
Grupo Autopistas Nacionales, S.A.	30.82%	Invex Infraestructura, S.A.P.I. de C.V.
	29.85%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Hidrógeno Cadereyta, S.A.P.I. de C.V.	40.70%	KT Kinetics Technology, SPA
	5.40%	Construcciones Industriales Tapia, S.A. de C.V.
Hidro Parsifal, S.A. de C.V.	9.98%	José Federico Ramos Elorduy Wolfslindseder
	5.05%	María de Lourdes Bernarda Ramos Elorduy
	5.05%	Grupo HI, S.A. de C.V.
	0.13%	Mexichen Fluor, S.A. de C.V.
	0.13%	Mexichen Soluciones Integrales, S.A. de C.V.
Latina Mexico, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Magenta Infraestructuras, S.A.	41.27%	Woodside Spain, S.L.
Marina Urola, S.A.	47.34%	Servicios Náuticos Astilleros Elkano, S.L.
	1.66%	Marinas del Mediterráneo, S.L.
OHL Industrial and Partners, LLC	30.00%	Faisal Hamid Ahmed Ghazali
OHL México, S.A.B. de C.V.	28.01%	Woodside Spain, S.L. (through Magenta Infraestructuras, S.L.)
	15.14%	Mexican Stock Exchange
OHL Toluca, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A. de C.V.)
OHL ZS, a.s.	1.06%	Other
OHL ZS d.o.o. Banja Luka	1.06%	Other (through OHL ZS, a.s.)
OHL ZS MO, S.R.L.	1.06%	Other (through OHL ZS, a.s.)
OHL ZS Polska, S.Z.o.o.	1.06%	Other (through OHL ZS, a.s.)
OPCEM, S.A.P.I. de C.V.	49.00%	Woodside Spain, S.L.
	14.29%	Woodside Spain, S.L. (through OHL México, S.A.B. de C.V.)
	7.72%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)

Companies	% Non-controlling interests	Company name
Operadora Concesionaria Mexiquense, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.	49.00%	Woodside Spain, S.L.
	14.29%	Woodside Spain, S.L. (through OHL México, S.A.B. de C.V.)
	7.72%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Seconmex Administración, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Sociedad Concesionaria Aguas de Navarra, S.A.	35.00%	Sociedad General de Aguas de Barcelona, S.A.
Tomi Remont, a.s.	1.06%	Other (through OHL ZS, a.s.)
Viaducto Bicentenario, S.A. de C.V.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
ZPSV, a.s.	3.25%	Other
ZPSV Caña, a.s.	41.06%	ZSR Bratislava
	1.92%	Other (through ZPSV, a.s.)
ZPSV Eood, a.s.	3.25%	Other (through ZPSV, a.s.)
ZS Bratislava, a.s.	1.06%	Other (through OHL ZS, a.s.)

3.17.- Bank borrowings and debt instruments and other marketable securities

At 31 December 2017, the bank borrowings and debt instruments and other marketable securities amounted to EUR 1,574,235 thousand.

The related maturities are as follows:

	Thousands of euros						
	2018	2019	2020	2021	2022	Subsequent years	Total
Bank borrowings	**659,338**	**3,431**	**1,485**	**45**	**5,155**	**55**	**669,509**
Corporate bond issues	14,646	-	185,983	-	389,660	307,742	898,031
Other marketable securities	6,695	-	-	-	-	-	6,695
Total debt instruments and other marketable securities	**21,341**	**-**	**185,983**	**-**	**389,660**	**307,742**	**904,726**
Total bank borrowings and debt instruments and other marketable securities	**680,679**	**3,431**	**187,468**	**45**	**394,815**	**307,797**	**1,574,235**

3.17.1- Bank borrowings

The detail of the bank borrowings at 31 December 2017, by maturity, is as follows:

	Thousands of euros						
	2018	2019	2020	2021	2022	Subsequent years	Total
Mortgage loans	37	39	42	45	5,155	55	5,373
Progress billing and note discounting facilities	3,438	-	-	-	-	-	3,438
Loans and credit facilities	602,636	3,392	1,443	-	-	-	607,471
Total mortgage and other loans	**606,111**	**3,431**	**1,485**	**45**	**5,155**	**55**	**616,282**
Loans of concession operators	52,058	-	-	-	-	-	52,058
Total loans	**658,169**	**3,431**	**1,485**	**45**	**5,155**	**55**	**668,340**
Unmatured accrued interest payable	1,168	-	-	-	-	-	1,168
Unmatured accrued interest payable of concession operators	1	-	-	-	-	-	1
Total unmatured accrued interest payable	**1,169**	**-**	**-**	**-**	**-**	**-**	**1,169**
Total	659,338	3,431	1,485	45	5,155	55	669,509

At 31 December 2017, the bank borrowings hedged by interest rate derivatives represented 6.6% of the total (31 December 2016: 31.9%).

- Mortgage loans

  At 31 December 2017, certain items of property, plant and equipment amounting to EUR 396 thousand (31 December 2016: EUR 402 thousand) had been mortgaged for loans totalling EUR 161 thousand (31 December 2016: EUR 185 thousand) (see Note 3.3.).

  At 31 December 2017, certain items of investment property amounting to EUR 3,218 thousand (31 December 2016: EUR 175 thousand) had been mortgaged for loans totalling EUR 5,212 thousand (31 December 2016: EUR 119 thousand) (see Note 3.4.).

  These loans bear interest at market rates.

- Progress billing and note discounting facilities

	Thousands of euros	
	2017	2016
Limit	28,445	23,399
Amount drawn down	**3,438**	**3,865**
Undrawn balance	25,007	19,534

The average interest rate on the amounts drawn down was 3.20% in 2017 (2016: 1.85%).

- Loans, credit facilities and loans of concession operators

	Thousands of euros	
	2017	2016
Limit	855,798	2,618,760
Amount drawn down	**665,800**	**2,377,088**
Undrawn balance	189,998	241,672

The average interest rate on the amounts drawn down was 2.81% in 2017 (2016: 5.63%).

The most noteworthy loan transactions were as follows:

1) Syndicated loan

   In June 2015 a long-term syndicated loan of EUR 250,000 thousand was arranged.

   At 31 December 2017 and 2016, this loan had been drawn down in full and classified as current, with EUR 41,000 thousand maturing on 28 July 2018 and EUR 209,000 thousand on 28 July 2019.

   In relation to this syndicated loan, there is an obligation to achieve a series of financial ratios at the end of each year, which at 31 December 2017 were not being achieved. Accordingly, the Parent transferred the loan to current liabilities and requested a wavier which the banks authorised subsequent to year-end, on the condition that the loan be repaid when the sale of all of the shares of OHL Concesiones is completed.

2) Multi-product syndicated financing

   On 30 March 2017, the OHL Group signed a multi-product syndicated financing agreement, secured by the shares of OHL Concesiones, S.A. and Obrascón Huarte Lain, Desarrollos, S.L., which was novated on 29 November 2017, and includes a revolving credit line of EUR 190,000 thousand.

   EUR 190,000 thousand had been drawn down against that line of credit at 31 December 2017.

   This credit line is subject to an obligation to achieve a series of financial ratios at the end of each year, which at 31 December 2017 were not being achieved. The Parent requested a wavier which the banks authorised subsequent to year-end, on the condition that the loan be repaid in full when the sale of all of the shares of OHL Concesiones is completed.

3) Loans of concession operators

   At 31 December 2017, "Loans of Concession Operators" totalled EUR 52,058 thousand and related to the loan of Sociedad Concesionaria Aguas de Navarra, S.A., which bears interest of 3.35% and is classified at short term due to the failure to comply with the clauses of the loan agreement.

3.17.2- Debt instruments and other marketable securities

The detail of "Debt Instruments and Other Marketable Securities" in the consolidated balance sheets as at 31 December 2017 and 2016 is as follows:

	Thousands of euros	
	2017	2016
Corporate bond issues (long-term)	883,385	1,473,418
Corporate bond issues (short-term)	14,646	21,884
Commercial paper issue (short-term)	6,695	9,448
Bond issues of concession operators (long-term)	-	539,994
Bond issues of concession operators (short-term)	-	6,637
Total	**904,726**	**2,051,381**

The detail of the corporate bonds, other marketable securities and bonds of concession operators, by maturity, is as follows:

	Thousands of euros						
	2018	2019	2020	2021	2022	Subsequent years	Total
Corporate bond issues	14,646	-	185,983	-	389,660	307,742	898,031
Other marketable securities	6,695	-	-	-	-	-	6,695
Total	**21,341**	**-**	**185,983**	**-**	**389,660**	**307,742**	**904,726**

Corporate bond issues

	Issuer	Thousands of euros		Year of final maturity	Issue currency	Market price (31/12/17)
		2017	2016			
2012	Obrascón Huarte Lain, S.A.	190,144	189,695	2020	Euro	101.9%
2014	Obrascón Huarte Lain, S.A.	395,126	394,127	2022	Euro	101.3%
2015	Obrascón Huarte Lain, S.A.	312,761	311,950	2023	Euro	102.8%
2013	OHL Investments, S.A. (*)	-	401,867	2018	Euro	-
2015	Organización de Proyectos de Infraestructuras, S.A.P.I., de C.V. (**)	-	197,663	2035	Mexican investment units (UDIs)	-
Total		**898,031**	**1,495,302**			

(*) Redeemed in September 2017.
(**) Classified in 2017 under "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations" (see Note 1.3).

"Corporate Bond Issues" includes the principal and the accrued interest payable at 31 December 2017 of the three long-term bond issues carried out by the Parent in Europe.
EUR 898,031 thousand had been recognised in this connection at 31 December 2017 (31 December 2016: EUR 1,495,302 thousand).

"Debt Instruments and Other Marketable Securities" includes the principal and the accrued interest payable at 31 December 2017 of the following long-term bond issues carried out in Europe:

- Issue launched in March 2012 for an initial nominal amount of EUR 300,000 thousand, maturing in 2020.

  The annual interest rate is 7.625%, payable half-yearly.

  In November 2015 EUR 37,583 thousand of this bond issue were repurchased early and the balance at 31 December 2015 was EUR 265,463 thousand.

  In March 2016 bonds totalling EUR 32,058 thousand were redeemed early.

  In August 2016 bonds totalling EUR 13,780 thousand were redeemed early.

  In September 2016 bonds totalling EUR 9,500 thousand were repurchased.

  In October 2016 bonds totalling EUR 20,000 thousand were repurchased.

  At 31 December 2017, the balance of this issue was EUR 190,144 thousand (31 December 2016: EUR 189,919 thousand).

- Issue launched in March 2014 for an initial nominal amount of EUR 400,000 thousand, maturing in March 2022.

  The annual interest rate is 4.75%, payable half-yearly.

  In September 2016 bonds totalling EUR 5,500 thousand were repurchased.

  At 31 December 2017, the balance of this issue was EUR 395,126 thousand (31 December 2016: EUR 394,127 thousand).

- In March 2015 an issue of nonconvertible bonds maturing in March 2023 amounting to EUR 325,000 thousand was launched.

  The annual interest rate is 5.50%, payable half-yearly.

  In November 2015 bonds totalling EUR 8,137 thousand were redeemed early.

  In September 2016 bonds totalling EUR 4,000 thousand were repurchased.

  At 31 December 2017, the balance of this issue was EUR 312,761 thousand (31 December 2016: EUR 311,950 thousand).

The average interest rate on the bond issues was 5.61% in 2017 (2016: 5.79%).

In relation to these corporate bond issues, there is an obligation to achieve certain financial ratios at the end of each year, which were being achieved in full at 31 December 2017.

The bond issue contract clauses classify the sale by OHL, S.A. to IFM of all of OHL Concesiones as a change in control and, accordingly, when this transaction is completed a put event will be triggered for the bond holders, enabling them to, at their discretion, redeem the outstanding bond issues at 101% of their nominal amount. It is the Group's intention, at that point in time, to launch an offer to repurchase those issues, the terms and conditions and scope of which will be determined in due course.

Other marketable securities

The Parent has a commercial paper issue facility of up to EUR 500,000 thousand (2016: EUR 500,000 thousand), the balance of which totalled EUR 6,695 thousand at 31 December 2017 (31 December 2016: EUR 9,448 thousand). The average interest rate on the commercial paper issues was 1.62% in 2017 (2016: 1.62%).

3.18.- Other financial liabilities

Obligations under finance leases

The detail of the Group's obligations under finance leases at 31 December 2017 and 2016 is as follows:

	Thousands of euros	
	2017	2016
Under non-current liabilities	4,019	2,970
Under current liabilities	2,933	5,877
Total	**6,952**	**8,847**

The Group leases certain of its fixtures and equipment under finance leases. The average lease term is 47 months. In the year ended 31 December 2017, the average effective interest rate on the lease obligations was 2.21% (2016: 4.24%). Interest rates are set at the inception of the lease. All the lease payments are fixed in amount. The unaccrued interest on the leases amounts to EUR 191 thousand (2016: EUR 235 thousand).

Information on operating leases

Operating leases are leases in which substantially all the risks and rewards incidental to ownership are not transferred.

The Group's main operating leases relate to the lease of offices at its head office and the other operating centres of its subsidiaries.

The future non-cancellable minimum payments under leases are as follows:

	Thousands of euros
Within one year	14,828
Between one and five years	21,851
After five years	223
Total	**36,902**

Notable among the operating leases are those relating to the Group's head office and the offices at its other operating centres.

Derivative financial instruments

The Group uses derivative financial instruments, such as currency forwards, interest rate swaps and interest rate options in order to mitigate the economic effects of exchange rate and interest rate fluctuations to which it is exposed as a result of its business activities.

It is not permitted at the Group to arrange derivatives for speculative purposes.

No collection risks are expected to arise in relation to the amounts that the banks have undertaken to

pay to the Group 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 Group are basically measured by discounting the future cash flows. Interest rate options are measured using a widely accepted pricing model (Black-Scholes). In all cases, they are measured in accordance with the contractual and market conditions prevailing at the date of measurement, including credit risk in accordance with IFRS 13.

The fair value of the derivatives is determined directly or indirectly using the information available in the various markets (foreign currency, fixed income and equity securities, interbank and other organised markets).

The inputs used to measure the derivatives arranged can be classified into three categories based on the degree to which their fair value is directly observable in the market:

Level 1: the derivatives arranged whose characteristics are identical to those of instruments listed on an active market.

Level 2: the derivatives arranged whose characteristics are not identical to those of instruments listed on an active market but whose fair value can be inferred from prices listed on one or several active markets.

Level 3: the derivatives arranged which cannot be classified in Levels 1 or 2.

All the inputs used to measure the derivatives arranged by the Group are Level 2.

The main criteria relating to derivatives are described in Note 2.6.13. Set forth below is a description of how the fair values of the derivatives arranged by the Group were accounted for at 31 December 2017 as other financial assets or liabilities and of their impact, net of taxes, on equity.

Foreign currency derivatives

The Group arranges currency forwards in order to avoid the economic impact that exchange rate fluctuations might have on payment obligations and collection rights in foreign currencies.

Following is a detail of the outstanding currency forwards at 31 December 2017, indicating, on the one hand, the nominal amounts in euros of the forwards, i.e. the amounts that the Group and the banks have agreed to exchange in euros in exchange 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.

The detail of the currency forwards arranged at 31 December 2017 is as follows:

	Thousands of euros							
	Nominal amount	Maturity		Fair values included in:			Foreign currency/ euro	Nominal amount in foreign currency
		Within three months	After three months	Other financial assets	Other financial liabilities	Impact on profit or loss	Range of exchange rates	
Derivatives not considered as hedges for accounting purposes at the Group's discretion								
Future US dollar purchases against euros	49,001	49,001	-	-	(221)	(166)	1.1952-1.1965	58,596
Future US dollar sales against euros	11,044	11,044	-	-	(48)	(36)	1.2095	13,358
Future Norwegian krone purchases against euros	2,520	2,520	-	21	-	16	9.9215	25,000,000
Future Mexican peso sales against euros	801,088	801,088	-	38,351	-	28,763	22.0525-23.1955	18,468,618
Future Peruvian sol sales against euros	416,000	416,000	-	1,411	-	1,058	3.8986-3.9315	1,631,838
Future Czech koruna purchases against euros	3,323	3,323	-	6				
Total	1,282,976	1,282,976	-	39,789	(269)	29,639		

The column "Impact on Profit or Loss" includes the gains or losses net of tax attributable to the Group and to non-controlling interests corresponding to the measurement of the foreign currency derivatives outstanding at 31 December of each year, the changes in which are recognised in the consolidated statement of profit or loss since they do not qualify for hedge accounting.

The detail of the currency forwards arranged at 31 December 2016 is as follows:

	Thousands of euros							
		Maturity		Fair values included in:			Foreign currency/ euro	Nominal amount in foreign currency
	Nominal amount	Within three months	After three months	Other financial assets	Other financial liabilities	Impact on profit or loss	Range of exchange rates	
Derivatives not considered as hedges for accounting purposes at the Group's discretion								
Future US dollar purchases against euros	18,051	18,051	-	12	(145)	(100)	1.047-1.1702	18,899
Future US dollar sales against euros	65,410	64,933	477	227	(668)	(329)	1.0446-1.127	69.505
Future Mexican peso purchases against US dollars	461	461	-	-	(5)	(4)	21.682	10,000
Future Norwegian krone purchases against euros	2,203	2,203	-	-	(2)	(1)	9.0774	20,000
Future Mexican peso sales against euros	17,089	1,094	15,995	1,450	(1)	1,013	19.7925-22.54	348,122
Future Norwegian krone sales against euros	6,775	6,775	-	65	-	49	9.0034	61,000
Future Turkish lira purchases against euros	389	389	-	-	(22)	(16)	3.5037-3.5357	1,370,846
Future Saudi riyal purchases against euros	4,962	4,962	-	93	-	70	4.0305	20,000
Total	**115,340**	**98,868**	**16,472**	**1,847**	**(843)**	**682**		

The changes in foreign currency derivatives in 2017 and 2016 were as follows:

	Thousands of euros	
	Balance sheet	Statement of profit or loss
Total - 2015	**(4,414)**	**(4,781)**
Changes in value in 2016	5,418	5,418
Fair value at 31/12/16	1,004	-
In other financial assets	1,847	-
In other financial liabilities	(843)	-
2016 derecognitions/cancellations	-	(2,720)
Total - 2016	**1,004**	**2,698**
Changes in value in 2017	39,612	39,612
Fair value at 31/12/17	39,520	-
In other financial assets	39,789	-
In other financial liabilities	(269)	-
2017 derecognitions/cancellations	-	(5,648)
Total - 2017	**39,520**	**33,964**

The impact recognised in profit or loss as a result of the recognition of foreign currency derivatives, amounting to EUR 33,964 thousand in 2017 (31 December 2016: EUR 2,698 thousand), is included under "Net Gains (Losses) on Remeasurement of Financial Instruments at Fair Value" in the consolidated statement of profit or loss, the detail being as follows:

	Thousands of euros	
	2017	2016
Changes in value	39,612	5,418
Derecognitions and cancellations	(5,648)	(2,720)
Total	33,964	2,698

Interest rate derivatives

The Group arranges interest rate swaps and interest rate options to mitigate the variability of borrowing costs.

In the financing of concession projects, the use of interest rate derivatives normally forms part of the requirements imposed by the financing banks. The purpose of these derivatives is to limit the possible impact that future changes in interest rates could have on the borrowing costs of the projects if the financing continued to bear interest at floating rates.

The following table shows in thousands of euros the notional amounts of the interest rate derivatives of the fully consolidated companies at 31 December 2017, which are the amounts on the basis of which the interest will be settled, grouped together by settlement currency and classified based on their final expiry date, together with the fair values of the derivatives, grouped together as other financial assets or other financial liabilities, and their impact, net of taxes, on equity. Also indicated is the range of interest rates.

Thousands of euros									
		Final expiry date of the derivatives				Fair values included in:			
Settlement currency	Notional amount	Within one year	One to five years	Five to ten years	After ten years	Other financial assets	Other financial liabilities	Impact on equity	Range of annual interest rates
Derivatives considered for accounting purposes to be cash flow hedges									
Euro	70,730	-	-	70,730	-	-	(1,565)	(1,127)	1.32%
Czech koruna	19,454	-	-	19,454	-	-	(414)	(335)	2.14%
Subtotal	90,184	-	-	90,184	-	-	(1,979)	(1,462)	

In 2017 EUR (389) thousand were recognised under "Net Gains (Losses) on Remeasurement of Financial Instruments at Fair Value" in the consolidated statement of profit or loss, with a net impact on equity of EUR (280) thousand, since one of the derivatives was considered to be ineffective.

The detail of the expiry dates of the notional amounts of the fully consolidated companies at 31 December 2017, by settlement currency, is as follows:

Settlement currency	Thousands of euros						
	2018	2019	2020	2021	2022	Subsequent years	Total
Euro	-	1,197	1,494	1,701	1,893	64,445	70,730
Czech koruna	2,460	2,683	2,683	2,683	2,683	6,262	19,454
Total	**2,460**	**3,880**	**4,177**	**4,384**	**4,576**	**70,707**	**90,184**

Following is a detail of the years in which the derivatives considered for accounting purposes to be cash flow hedges are expected to affect the profit or loss for the year.

Settlement currency	Thousands of euros			
	Within one year	One to five years	After five years	Total
Euro	(1,193)	(2,500)	2,846	(847)
Czech koruna	(164)	(159)	(12)	(335)
Total	**(1,357)**	**(2,659)**	**2,834**	**(1,182)**

The detail of the interest rate derivatives of the fully consolidated companies arranged at 31 December 2016 is as follows:

Settlement currency	Notional amount	Thousands of euros								Range of annual interest rates
		Final expiry date of the derivatives				Fair values included in:		Impact on equity		
		Within one year	One to five years	Five to ten years	After ten years	Other financial assets	Other financial liabilities			
Derivatives considered for accounting purposes to be cash flow hedges										
Euro	285,480	-	80,606	141,860	63,014	-	(45,014)	(33,928)		0.339-6.2 %
Mexican peso	396,527	-	47,246	349,281	-	14,629	-	10,240		4.45-11.75 %
Chilean peso	5,220	5,220	-	-	-	-	(335)	(255)		5.45%
US dollar	52,755	-	-	52,755	-	-	(3,659)	(2,580)		2.47-3.865 %
Czech koruna	20,920	-	-	20,920	-	-	(1,400)	(1,134)		2.14%
Subtotal	**760,902**	**5,220**	**127,852**	**564,816**	**63,014**	**14,629**	**(50,408)**	**(27,657)**		
Derivatives not qualifying for hedge accounting										
Mexican peso	47,246	-	47,246	-	-	841	-	(500)		9.00%
Subtotal	**47,246**	**-**	**47,246**	**-**	**-**	**841**	**-**	**(500)**		
Total	**808,148**	**5,220**	**175,098**	**564,816**	**63,014**	**15,470**	**(50,408)**	**(28,157)**		

The column "Impact on Equity" shows the valuation of the derivatives of the fully consolidated companies outstanding at 31 December 2017 and 2016. This column shows the gains or losses and valuation adjustments attributable to the OHL Group and the impact on non-controlling interests.

In addition, at 31 December 2017 there were interest rate derivatives the value of which is recognised under "Non-Current Assets Classified as Held for Sale" for EUR 14,538 thousand and under "Liabilities Associated with Non-Current Assets Classified as Held for Sale" for EUR (21,249) thousand, and whose impact on equity at 31 December 2017 was EUR (6,949) thousand (see Note 3.8.).

In the case of interest rate derivatives arranged by companies in which the Group holds ownership interests of 50% or less, the amount recognised under "Investments Accounted for Using the Equity Method" in the consolidated balance sheet and the impact on equity at 31 December 2017 amounted to EUR (8,950) thousand (31 December 2016: EUR (11,635) thousand). The negative impact on equity is limited, in the case of the investees less than 50% owned by the Group, to the value of the Group's ownership interest.

The following table summarises the impact on equity arising from the changes in the interest rate derivatives of the fully consolidated companies:

	Thousands of euros
Accumulated impact on equity at 1 January 2016	**(116,990)**
Income and expense recognised directly in equity in 2016	40,108
Transfers to the consolidated statement of profit or loss in 2016	26,314
Accumulated impact on equity at 31 December 2016	**(50,568)**
Income and expense recognised directly in equity in 2017	7,821
Transfers to the consolidated statement of profit or loss in 2017	14,070
Accumulated impact on equity at 31 December 2017	**(28,677)**

The impact on the profit or loss attributable to the Parent in the consolidated statement of profit or loss relates mainly to the amounts transferred from equity, since all the interest rate derivatives (except for the interest rate options) were accounted for as cash flow hedges and, consequently, the related changes in value are recognised in equity under "Valuation Adjustments".

The impact of the interest rate options that do not qualify for hedge accounting on the profit or loss attributable to the Parent in the consolidated statement of profit or loss is direct and does not need to be recognised first under "Valuation Adjustments" in the consolidated balance sheet.

At 31 December 2017, the impact recognised in the consolidated statement of profit or loss as a result of the recognition of the interest rate options, for a gross amount of EUR (561) thousand (2016: EUR 570 thousand), was included under "Profit for the Year from Discontinued Operations, Net of Taxes".

The breakdown of "Net Gains (Losses) on Remeasurement of Financial Instruments at Fair Value" in the case of the interest rate derivatives of the fully consolidated companies is as follows:

	Thousands of euros
Changes in value in 2016	-
Derecognitions and cancellations in 2016	(5,795)
Total - 2016	**(5,795)**
Changes in value in 2017	-
Derecognitions and cancellations in 2017	(389)
Total - 2017	**(389)**

Sensitivity analysis

A sensitivity analysis involves the measurement of the effect that interest rates, exchange rates and/or share prices other than those existing on the market at the measurement date would have had.

The sensitivity analysis of exchange rates focused on the foreign currency derivatives of the fully consolidated companies outstanding at the date of the analysis, simulating a 10% increase in the value of the foreign currencies vis-à-vis the euro with respect to the rates in force at 31 December 2017 and 2016. The result of this analysis is as follows:

	Thousands of euros			
	2017		2016	
	Fair value	Impact on equity	Fair value	Impact on equity
Mexican peso	106,354	74,448	2,796	1,957
US dollar	(4,651)	(3,255)	3,782	2,647
Peruvian sol	38,715	29,423	-	-
Norwegian krone	(210)	(147)	473	355
Saudi riyal	-	-	(367)	(275)
Turkish lira	-	-	(64)	(48)
Total	**140,208**	**100,469**	**6,620**	**4,636**

If the sensitivity analysis were performed simulating a 10% decrease in the value of the foreign currencies vis-à-vis the euro with respect to the rates in force at 31 December 2017 and 2016, the impact would be as follows:

	Thousands of euros			
	2017		2016	
	Fair value	Impact on equity	Fair value	Impact on equity
Mexican peso	(43,879)	(30,715)	(206)	(144)
US dollar	5,194	3,636	(5,897)	(4,128)
Peruvian sol	(43,790)	(33,280)	-	-
Norwegian krone	303	212	(437)	(328)
Saudi riyal	-	-	654	491
Turkish lira	-	-	21	16
Total	**(82,172)**	**(60,147)**	**(5,865)**	**(4,093)**

The table below shows the difference in the fair value of the interest rate derivatives and equity of the fully consolidated companies with respect to the data presented had interest rates been 0.20% higher or lower than those prevailing in the market at 31 December 2017 and 2016.

	Thousands of euros			
	2017		2016	
	Fair value	Impact on equity	Fair value	Impact on equity
Euro	1,295	933	1,411	1,016
Czech koruna	151	122	195	158
Total	1,446	1,055	1,606	1,174

3.19.- Provisions

Long-term provisions

The changes in "Long-Term Provisions" in 2017 were as follows:

	Balance at 31 December 2016	Charge for the year	Amounts used	Exchange differences and interest cost	Transfers (*)	Balance at 31 December 2017
Provisions for the major maintenance, retirement or refurbishment of non-current assets	121,495	31,645	(18,172)	(4,131)	(130,837)	-
Provisions for taxes	9,312	351	-	-	-	9,663
Provisions for litigation and third-party liability	63,888	6,632	(29,341)	(965)	-	40,214
Other provisions	4,657	1,542	(2,517)	(210)	(3,227)	245
Total	199,352	40,170	(50,030)	(5,306)	(134,064)	50,122

(*) The transfers relate to long-term provisions of the companies in the discontinued Concessions business line.

The provisions for the major maintenance, retirement or refurbishment of non-current assets correspond to the concession operators and, in accordance with IFRIC 12, they cover contractual obligations to restore the infrastructure to a specified level of serviceability, pursuant to the terms and conditions of the licences or services, before it is handed over to the grantor in a specified condition at the end of the service arrangement. Accordingly, provisions are set up for major maintenance work on the stretches of road, based on the estimates of the cost thereof, on a straight-line basis from when the last maintenance work was carried out. These provisions were transferred to "Liabilities Associated with Assets Classified as Held for Sale" since they corresponded in full to companies in the discontinued Concessions business line (see Note 1.3).

The provisions for litigation and third-party liability arise due to the obligations of an indeterminate amount, in respect of lawsuits and/or arbitral proceedings in progress and indemnity payments.

The detail of the projected schedule of the outflows of economic benefits relating to the long-term provisions at 31 December 2017 is as follows:

	Thousands of euros					
	2019	2020	2021	2022	Subsequent years	Total
Provisions for taxes	8,063	1,600	-	-	-	9,663
Provisions for litigation and third-party liability	22,316	3,740	1,305	3,166	9,687	40,214
Other provisions	245	-	-	-	-	245
Total	30,624	5,340	1,305	3,166	9,687	50,122

Both the provisions and the schedule are reviewed at the end of each reporting period, as required by IAS 37.59, with particular attention paid to the provisions for litigation and third-party liability in relation to which both the related risks and uncertainties are analysed.

Short-term provisions

The detail of "Short-Term Provisions" at 31 December 2017 is as follows:

	Thousands of euros						
	Balance at 31 December 2016	Additions and disposals due to changes in the scope of consolidation and reclassifications	Charge for the year	Amounts used	Exchange differences and interest cost	Transfers to liabilities associated with non-current assets classified as held for sale	Balance at 31 December 2017
Provisions for the major maintenance, retirement or refurbishment of non-current assets	3,345	-	3,311	(2,827)	(2)	(3,827)	-
Provisions for project completion	57,116	- -	33,470	(32,965)	(41)	(3,131)	54,449
Provisions for management and other fees	54,041		4,514	(2,705)	(5,226)	-	50,624
Provisions for other transactions	183,728	(34,084)	101,717	(117,276)	(3,257)	(10,527)	120,301
Total	298,230	(34,084)	143,012	(155,773)	(8,526)	(17,485)	225,374

"Provisions for Other Transactions", which correspond primarily to the Group's construction companies, includes deferrals of expenses and costs and losses on construction projects. These amounts considered individually are of scant significance and correspond to numerous contracts.

3.20.- Other liabilities

The detail of "Other Non-Current Liabilities" and "Other Current Liabilities" in the consolidated balance sheets as at 31 December 2017 and 2016 is as follows:

	Thousands of euros			
	2017		2016	
	Non-current	Current	Non-current	Current
Payable to associates	-	88,998	-	97,511
Remuneration payable	-	30,283	-	25,940
Tax payables (Note 3.21.)	-	88,762	-	137,106
Other non-trade payables	15,853	22,717	165,905	101,841
Guarantees and deposits received	14	2,610	8	1,489
Other	-	321	-	3,746
Total	15,867	233,691	165,913	367,633

The detail of "Other Non-Trade Payables" at 31 December 2017 and 2016 is as follows:

	Thousands of euros			
	2017		2016	
	Non-current	Current	Non-current	Current
Payable for property, plant and equipment purchases	4,752	8,826	24,831	17,180
Payable for financial instrument purchases	1,500	-	8,677	64,000
Other	9,601	13,891	132,397	20,661
Total	15,853	22,717	165,905	101,841

The main change in the current payables for financial instrument purchases relates to the transfer to "Liabilities Associated with Non-Current Assets Classified as Held for Sale" of the balances relating to the companies in the discontinued Concessions business line.

3.21.- Tax matters

Consolidated tax group

The Group files consolidated tax returns in both Spain and the US for all the companies that meet the related requirements. All the other companies file individual tax returns.

Accounting for taxes

The income tax expense of the consolidated Group is obtained by aggregating the income tax expense of the consolidated tax groups and of the companies that file individual income tax returns.

The tax bases are calculated on the basis of the profit or loss for the year adjusted by temporary differences, permanent differences and prior years' tax losses.

The tax effect of temporary differences between transactions recognised in the accounting records and reported in the income tax return using different criteria gives rise to deferred tax assets and liabilities that will be recoverable or payable in the future.

Tax losses, if recognised, also give rise to deferred tax assets that will reduce the expense for subsequent years.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the assets are realised or the liabilities are settled.

Deferred tax assets are only recognised when there are no doubts that there will be sufficient taxable profits in the future against which to charge these temporary differences.

When the closing is performed for tax purposes each year, the deferred tax balances are reviewed in order to ascertain whether they still exist and the appropriate adjustments are made so as to adapt the balances to the new situation.

Reconciliation of the accounting loss to the tax loss

The reconciliation of the consolidated accounting loss for the year to the tax loss for income tax purposes is as follows:

	Thousands of euros	
	2017	2016
Consolidated loss for the year from continuing operations before tax	**(224,815)**	**(889,669)**
Profit for the year from discontinued operations	693,863	811,381
Permanent differences	169,687	(313,915)
Temporary differences	(697,534)	(584,152)
Offset of prior years' tax losses	(211,668)	(44,347)
Tax loss	(270,467)	(1,020,702)

The reconciliation of the accounting loss from continuing operations to the income tax benefit for 2017 is as follows:

	2017
Consolidated loss for the year from continuing operations before tax	**(224,815)**
Result of companies accounted for using the equity method, net of tax	45,452
Other permanent differences	5,095
Unrecognised tax losses offset in the year	(5,565)
Tax losses not recognised in the year as tax assets	180,774
Base for calculating period income tax expense	**941**
Current income tax benefit	(1,066)
Tax credits and tax relief	-
Prior years' adjustments and other adjustments	(6,222)
Income tax benefit relating to continuing operations	(7,288)

The permanent differences relate mainly to the result of companies accounted for using the equity method -EUR 45,452 thousand- and the remainder -EUR 5,095 thousand- relate to:

- Expenses not considered to be deductible for tax purposes such as fines and donations or finance costs exceeding 30% of profit from operations.

- Profits or losses obtained abroad by branches and unincorporated temporary joint ventures (UTEs).
- The recognition and use of provisions.
- Tax withholdings paid abroad.
- The elimination of dividends and impairment losses on investments.

Income tax and tax rate

Income tax is calculated using the tax rates in force in each country in which the Group operates: The main rates are:

Country	2017	2016
Spain	25.0%	25.0%
Saudi Arabia	20.0%	20.0%
Australia	30.0%	30.0%
Algeria	23.0%	23.0%
Argentina	35.0%	35.0%
Bulgaria	10.0%	10.0%
Canada	26.5%	26.5%
Chile	25.5%	24.0%
Colombia	34.0%	34.0%
US	38.6%	38.6%
Jordan	14.0%	14.0%
Kuwait	15.0%	15.0%
Mexico	30.0%	30.0%
Peru	29.5%	28.0%
Poland	19.0%	19.0%
Qatar	10.0%	10.0%
Czech Republic	19.0%	19.0%
Slovakia	21.0%	22.0%
Turkey	20.0%	20.0%
Vietnam	20.0%	20.0%

The income tax benefit of EUR 7,288 thousand comprises:

- EUR 14,884 thousand relating to the tax income recognised by the companies forming part of the Spanish tax group; the amount recognised in 2017 includes the amount corresponding to their branches abroad.
- EUR (37,351) thousand relating to the expense recognised by the Spanish and foreign companies that do not form part of the Spanish tax group.
- EUR 29,755 thousand relating to the income arising from consolidation adjustments, due mainly to the sale of investments without the loss of control.

In addition to the income tax benefit for 2017, EUR (2,240) thousand were recognised directly in equity, relating to the change in value of derivative financial instruments.

Deferred taxes and tax losses

The changes in deferred tax assets were as follows:

	Thousands of euros
Balance at 1 January 2016	**624,062**
Increases	83,503
Decreases	(52,490)
Transfers (*)	(32,961)
Balance at 31 December 2016	622,114
Increases	36,275
Decreases	(74,470)
Transfers (*)	(318,863)
Balance at 31 December 2017	**265,056**

(*) Corresponds to transfers to "Non-Current Assets Classified as Held for Sale and Discontinued Operations"

The detail of the changes in deferred tax assets is as follows:

	Thousands of euros 2017						
	Balance at 31/12/16	Changes in the scope of consolidation	Charge/credit to profit or loss	Charge/credit to equity: Hedging instruments	Exchange rate effect	Transfers and other	Balance at 31/12/17
Tax assets	**403,822**	**(2,896)**	**6,375**	**-**	**(31,870)**	**(239,462)**	**135,969**
Tax loss carryforwards	400,527	(2,896)	6,375	-	(31,870)	(239,462)	132,674
Tax credits	3,295	-	-	-	-	-	3,295
Temporary differences	**218,292**	**(8,135)**	**18,377**	**(2,347)**	**(8,383)**	**(88,717)**	**129,087**
Total deferred tax assets	**622,114**	**(11,031)**	**24,752**	**(2,347)**	**(40,253)**	**(328,179)**	**265,056**

	Thousands of euros 2016						
	Balance at 31/12/15	Changes in the scope of consolidation	Charge/credit to profit or loss	Charge/credit to equity: Hedging instruments	Exchange rate effect	Transfers and other	Balance at 31/12/16
Tax assets	**396,224**	**9,041**	**56,240**	**-**	**(31,906)**	**(25,777)**	**403,822**
Tax loss carryforwards	393,574	9,041	55,595	-	(31,906)	(25,777)	400,527
Tax credits	2,650	-	645	-	-	-	3,295
Temporary differences	**227,838**	**319**	**21,952**	**(14,932)**	**(9,701)**	**(7,184)**	**218,292**
Total deferred tax assets	**624,062**	**9,360**	**78,192**	**(14,932)**	**(41,607)**	**(32,961)**	**622,114**

The deductible temporary differences recognised at 2017 year-end, amounting to EUR 129,087 thousand, are due mainly to:

- The recognition and use of provisions, amounting to EUR 35,236 thousand.
- The difference in the timing of recognition of revenue relating to customer advances, amounting to EUR 23,348 thousand.

- The difference in the timing of recognition of construction costs, amounting to EUR 27,201 thousand.

In 2017 the Parent evaluated the recoverability of the deferred tax assets recognised within the Spanish tax group. In particular, the key hypotheses used for testing the recoverability of the tax assets assume the generation of margins in accordance with the current situation of the industry in Spain, in a financing environment similar to that currently prevailing. Based on the foregoing, no risk of recoverability of the Spanish tax group's tax assets was identified.

Also, for the other deferred tax assets a recoverability analysis was conducted based on the maintenance of the current key assumptions of the businesses, and no risk of recoverability within the expiry periods was identified.

The changes in deferred tax liabilities in 2017 and 2016 were as follows:

	Thousands of euros
Balance at 1 January 2016	**1,211,376**
Increases	83,137
Decreases	(39,261)
Transfers (*)	(8,918)
Balance at 31 December 2016	**1,246,334**
Increases	173,137
Decreases	(98,409)
Transfers (*)	(1,181,569)
Balance at 31 December 2017	**139,493**

(*) Corresponds to transfers to "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations"

The detail of the changes in deferred tax liabilities is as follows:

	Thousands of euros 2017						
	Balance at 31/12/16	Changes in the scope of consolidation	Charge/credit to equity Hedging instruments	Charge/credit to profit or loss	Exchange rate effect	Transfers and other	Balance at 31/12/17
Temporary differences	1,246,334	(14)	(107)	180,013	(101,423)	(1,185,310)	139,493
Total deferred tax liabilities	**1,246,334**	**(14)**	**(107)**	**180,013**	**(101,423)**	**(1,185,310)**	**139,493**

	Thousands of euros 2016						
	Balance at 31/12/15	Changes in the scope of consolidation	Charge/credit to equity Hedging instruments	Charge/credit to profit or loss	Exchange rate effect	Transfers and other	Balance at 31/12/16
Temporary differences	1,211,376	7,656	-	166,177	(129,957)	(8,918)	1,246,334
Total deferred tax liabilities	**1,211,376**	**7,656**	**-**	**166,177**	**(129,957)**	**(8,918)**	**1,246,334**

The taxable temporary differences recognised at 2017 year-end, amounting to EUR 139,493 thousand, relate mainly to:

- The adjustments made on consolidation of the financial statements, including most notably the allocations made to the assets and liabilities of the acquirees, increasing the value of the acquired assets by EUR 49,404 thousand on performance of the business combinations.
- The recognition and use of provisions, amounting to EUR 5,448 thousand.
- The difference in the timing of the depreciation and amortisation of non-current assets, amounting to EUR 15,667 thousand.
- The difference in the timing of recognition of revenue relating to "Trade Receivables for Amounts to be Billed for Work Performed", amounting to EUR 29,070 thousand.

The change in the US tax rate planned for 2018 did not have a significant effect on deferred taxes at 31 December 2017.

The Group companies' tax losses available for offset in future tax returns amount to EUR 1,580,438 thousand, the detail of which, by last year for offset, is as follows:

Year	Thousands of euros
2018	17,756
2019	19,947
2020	28,903
2021	51,942
2022	54,157
2023	38,743
2024	7,112
2025	16,076
2026	13,885
2027	308,486
2028	462
2029	-
2030	919
2031	901
2032	52
Unlimited	1,021,098
Total	**1,580,438**

In addition to these tax losses, at 31 December 2017 there were EUR 1,267,242 thousand of tax losses relating to companies belonging to the discontinued operations of the Concessions business line.

The Group companies have unused double taxation tax credits amounting to EUR 8,649 thousand, and tax credits for investment (reinvestment, R&D+i and other) amounting to EUR 26,550 thousand.

In addition to these tax credits, at 31 December 2017 there were EUR 23,141 thousand of tax credits relating to companies belonging to the discontinued operations of the Concessions business line.

Years open for review by the tax authorities

In general, the Group companies have all the tax returns filed in recent years for the taxes applicable to them open for review by the tax authorities.

On 5 July 2016, the Spanish tax authorities commenced general tax audits for 2011 to 2013 at the Parent and at OHL Concesiones, S.A. Since then these companies have furnished all the information

requested of them, but no proposed regularisation had been formalised at the end of the year.

These audits are at a very preliminary stage, and all the required documentation has been produced.

Both the aforementioned audits and the tax audits of the years open for review that might be conducted by the tax authorities could give rise to certain contingent tax liabilities that cannot be objectively quantified. However, the Parent's directors consider that those liabilities would not be material.

Tax receivables and payables

The detail of "Tax Receivables" and "Tax Payables" at 31 December 2017 and 2016 is as follows:

	Thousands of euros			
	Current assets		Current liabilities	
	2017	2016	2017	2016
VAT	64,277	160,909	36,288	78,179
Other taxes	24,687	42,598	41,175	46,674
Social security taxes	686	859	11,299	12,253
Total	89,650	204,366	88,762	137,106

3.22.- Income and expenses

Revenue

The Group's revenue in 2017 amounted to EUR 3,216,351 thousand (2016: EUR 3,342,369 thousand). The detail, by business activity, geographical market and type of customer, is as follows:

Business activity	Thousands of euros		
	2017	2016	% change
Engineering and Construction	3,168,168	3,211,610	-1.4
Construction	2,660,695	2,773,571	-4.1
Industrial	269,788	243,629	10.7
Services	237,685	194,410	22.3
Development	48,183	130,759	-63.2
Total revenue	3,216,351	3,342,369	-3.8

Business activity, geographical market and customer	Thousands of euros 2017					
	Spain		Abroad		Total	
	Public sector	Private sector	Public sector	Private sector	Public sector	Private sector
Engineering and Construction	418,452	306,796	1,916,118	526,802	2,334,570	833,598
Construction	217,365	182,217	1,890,117	370,996	2,107,482	553,213
Industrial	1,058	89,856	25,314	153,560	26,372	243,416
Services	200,029	34,723	687	2,246	200,716	36,969
Development	-	3,946	-	44,237	-	48,183
Total revenue	418,452	310,742	1,916,118	571,039	2,334,570	881,781

Business activity, geographical market and customer	Thousands of euros 2016					
	Spain		Abroad		Total	
	Public sector	Private sector	Public sector	Private sector	Public sector	Private sector
Engineering and Construction	386,656	323,621	2,081,229	420,104	2,467,885	743,725
Construction	223,088	229,835	1,988,647	332,001	2,211,735	561,836
Industrial	1,312	61,963	92,493	87,861	93,805	149,824
Services	162,256	31,823	89	242	162,345	32,065
Development	-	3,781	-	126,978	-	130,759
Total revenue	**386,656**	**327,402**	**2,081,229**	**547,082**	**2,467,885**	**874,484**

Geographical market	Thousands of euros	
	2017	2016
US and Canada	1,116,528	1,304,156
Mexico	266,176	422,059
Chile	149,776	132,388
Peru	113,833	66,852
Colombia	93,786	63,189
Spain	729,193	720,795
Central and Eastern Europe	270,212	283,286
Other countries	476,847	349,644
Total revenue	**3,216,351**	**3,342,369**

Staff costs

The staff costs in 2017 amounted to EUR 839,321 thousand (2016: EUR 854,777 thousand).

"Staff Costs" includes EUR 32,172 thousand that correspond to the collective redundancy procedure, which gave rise to the termination of 381 job positions (see Note 2.6.21) at 31 December 2017. The collective redundancy procedure of OHL Industrial, S.L., which expires on 31 December 2018, has yet to be concluded.

Other operating expenses

The detail of "Other Operating Expenses" in the consolidated statement of profit or loss is as follows:

	Thousands of euros	
	2017	2016
Outside services	376,965	304,251
Taxes other than income tax	18,799	25,531
Other current operating expenses	86,397	315,531
Total	**482,161**	**645,313**

Finance income

The detail of "Finance Income" in the consolidated statement of profit or loss is as follows:

	Thousands of euros	
	2017	2016
Interest income from other companies	35,527	24,705
Income from equity investments	4	4
Total	35,531	24,709

Finance costs

The detail of "Finance Costs" in the consolidated statement of profit or loss is as follows:

	Thousands of euros	
	2017	2016
On the financing of current transactions	86,317	92,471
On finance leases and deferred price non-current asset purchases	135	601
Total	86,452	93,072

Main disposals of investments in companies

The most significant disposals of ownership interests in companies in 2017 were:

- The sale of 17.5% of Centro Canalejas Madrid, S.A. on 7 April 2017.
- The sale of 51% of the Mayakoba hotel companies and golf course on 24 April 2017 and the sale of a further 29% of two of the hotel companies (Fairmont and Rosewood) on 18 May 2017.

The following table details the amount recognised in each of the relevant headings in the consolidated statement of profit or loss as a result of these transactions in 2017.

	Centro Canalejas Madrid, S.A.	Mayakoba hotel companies and golf course	TOTAL
Sale price	78,750	186,973	265,723
Impact on profit or loss			
Exchange differences	-	38,255	38,255
Net gains (losses) on remeasurement of financial instruments at fair value	(1,799)	776	(1,023)
Result of companies accounted for using the equity method (remeasured)	-	(11,627)	(11,627)
Impairment and gains or losses on disposals of financial instruments	33,429	(24,660)	8,769
Total impact on profit or loss	31,630	2,744	34,374

The following table details the amount recognised in each of the relevant headings in the consolidated statement of profit or loss as a result of the main transactions in 2016.

	Construction concession operators	TOTAL
Sale price	142,000	142,000
Impact on profit or loss		
Net losses on remeasurement of financial instruments at fair value	(77,930)	(77,930)
Impairment and gains or losses on disposals of financial instruments	90,912	90,912
Total impact on profit or loss	**12,982**	**12,982**

Net gains (losses) on remeasurement of financial instruments at fair value

The detail of "Net Gains (Losses) on Remeasurement of Financial Instruments at Fair Value" in the consolidated statement of profit or loss is as follows:

	Thousands of euros	
	2017	2016
Sale of hotel companies and golf course in Mayakoba	776	-
Sale of Centro Canalejas Madrid, S.A.	(1,799)	-
Interest rate derivatives	(389)	(5,795)
Treasury share derivatives	-	1,295
Derivatives associated with construction concession operators sold and previously accounted for using the equity method	-	(72,135)
Foreign currency derivatives	33,964	2,698
Total	**32,552**	**(73,937)**

Impairment and gains or losses on disposals of financial instruments

The detail of "Impairment and Gains or Losses on Disposals of Financial Instruments" in the consolidated statement of profit or loss is as follows:

	Thousands of euros	
	2017	2016
Sale of hotel companies and golf course in Mayakoba	(24,660)	-
Sale of Centro Canalejas Madrid, S.A.	33,429	-
Impairment of Banco Popular, S.A. shares	(9,999)	-
Sale of the construction concession operators	-	90,911
Other	(247)	8,204
Total	**(1,477)**	**99,115**

Transactions and balances in currencies other than the euro

The detail of the transactions performed by the Group companies in 2017 in currencies other than the euro, by currency and for the main operating income and expense items, translated to euros at the average exchange rates, is as follows:

	Thousands of euros			
Currency	Sales	Other income	Procurements	Other operating expenses
Czech koruna	177,117	417	170,256	20,542
Algerian dinar	21,510	788	6,486	7,268
Kuwaiti dinar	22,230	387	-	7,325
Canadian dollar	9,315	662	-	8,017
US dollar	1,283,205	15,889	927,532	93,572
Chilean peso	149,165	6,902	101,106	31,985
Colombian peso	89,727	3,407	56,496	16,280
Mexican peso	185,871	52,021	128,219	55,322
Saudi riyal	40,862	10,226	24,942	34,916
Qatari riyal	-	-	-	4,051
Peruvian sol	43,772	1,518	20,262	12,468
Polish zloty	13,545	937	3,705	1,345
Other currencies	189,245	5,709	201,115	26,338
Total	**2,225,564**	**98,863**	**1,640,119**	**319,429**

The detail of the balances receivable in currencies other than the euro at 31 December 2017 and 2016, by currency and for the main asset items in the consolidated balance sheets, translated to euros at the year-end exchange rates, is as follows:

Currency	Thousands of euros 2017		
	Non-current financial assets	Current financial assets	Trade and other receivables
Czech koruna	1,738	-	52,522
Algerian dinar	-	-	70,987
Kuwaiti dinar	70	-	35,187
Canadian dollar	321,334	99	12,822
US dollar	5,434	39,005	367,542
Chilean peso	54,498	-	120,452
Colombian peso	-	2	15,605
Mexican peso	25,186	-	118,085
Saudi riyal	2,211	33,352	80,138
Qatari riyal	100,038	-	360,570
Peruvian sol	-	13	25,680
Polish zloty	-	-	2,149
Other currencies	1,449	160	72,953
Total	**511,958**	**72,631**	**1,334,692**

Currency	Thousands of euros 2016		
	Non-current financial assets	Current financial assets	Trade and other receivables
Czech koruna	9,641	-	36,373
Algerian dinar	-	-	51,460
Kuwaiti dinar	-	-	45,642
Canadian dollar	30,170	105	20,649
US dollar	1,861	44,502	382,315
Chilean peso	21,701	5,808	137,504
Colombian peso	51,229	1	18,234
Mexican peso	5,190,680	180,892	187,922
Saudi riyal	2,686	26,825	107,518
Qatari riyal	137,365	-	483,833
Peruvian sol	96	13,379	44,915
Polish zloty	-	-	4,155
Other currencies	182	816	70,763
Total	**5,445,611**	**272,328**	**1,591,283**

The detail of the balances payable in currencies other than the euro at 31 December 2017 and 2016, by currency and for the main liability items in the consolidated balance sheets, translated to euros at the year-end exchange rates, is as follows:

Currency	Thousands of euros 2017				
	Bank borrowings	Debt instruments and other marketable securities	Other financial liabilities	Trade and other payables	Other current and non-current liabilities
Czech koruna	783	-	1,256	33,328	11,200
Algerian dinar	-	-	-	12,481	8,186
Kuwaiti dinar	-	-	-	73,408	-
Canadian dollar	-	-	-	6,131	870
US dollar	2,512	-	-	404,143	32,633
Chilean peso	55,140	-	1,574	83,503	5,160
Colombian peso	-	-	-	58,407	964
Mexican peso	5,107	-	-	90,079	15,682
Saudi riyal	-	-	-	36,040	1,430
Qatari riyal	-	-	-	51,629	28
Peruvian sol	-	-	-	29,708	2,141
Polish zloty	-	-	-	2,021	43
Other currencies	1	-	-	97,062	24,050
Total	**63,543**	**-**	**2,830**	**977,940**	**102,387**

Currency	Thousands of euros 2016				
	Bank borrowings	Debt instruments and other marketable securities	Other financial liabilities	Trade and other payables	Other current and non-current liabilities
Czech koruna	5,551	-	2,645	40,345	14,630
Algerian dinar	-	-	-	15,841	5,148
Kuwaiti dinar	-	-	-	91,042	-
Canadian dollar	-	-	-	7,791	160
US dollar	118,404	-	120	469,995	29,839
Chilean peso	59,290	-	4,653	73,411	26,748
Colombian peso	37,920	-	-	65,124	4,034
Mexican peso	798,396	744,294	-	193,804	102,965
Saudi riyal	-	-	-	41,593	1,858
Qatari riyal	18,293	-	-	65,616	390
Peruvian sol	2,205	-	3,659	51,567	1,623
Polish zloty	-	-	4	5,286	128
Other currencies	-	-	-	137,275	5,449
Total	**1,040,060**	**744,294**	**11,081**	**1,258,690**	**192,972**

Consolidated loss attributable to the Parent

The detail of the contribution of each subsidiary to the consolidated loss attributable to the Parent for 2017 and 2016 is as follows:

Companies	Thousands of euros	
	2017	2016
Obrascón Huarte Lain, S.A.	(127,918)	(497,740)
Abertis Infraestructuras, S.A.	-	47,187
Autopista Urbana Norte, S.A. de C.V.	84,604	58,487
Cercanías Móstoles Navalcarnero, S.A.	-	(34,240)
Concesionaria Mexiquense, S.A. de C.V.	112,049	96,645
Controladora Vía Rápida Poetas, S.A.P.I. de C.V.	24,748	16,253
Health Montreal Collective CJV, L.P.	(2,481)	(149,383)
Metro Ligero Oeste, S.A.	-	49,568
Obrascón Huarte Lain Construcción Internacional, S.L.	(14,500)	(12,940)
Obrascón Huarte Lain, Desarrollos, S.L.	(20,762)	(11,562)
OHL Arabia, LLC	(8,261)	(9,178)
OHL Concesiones, S.A.	(30,498)	(85,578)
OHL Construction Canada and FCC Canada Limited Partnership	(26,741)	(1,780)
OHL Construction Canada, Inc.	(28,998)	(8,069)
OHL Emisiones, S.A.U.	(18,537)	274,385
OHL Industrial, S.L.	(29,475)	(50,253)
OHL USA, Inc.	(6,879)	(66,864)
OHL ZS, a.s.	(17,692)	(43,527)
OHLDM, S.A. de C.V.	41,390	-
Viaducto Bicentenario, S.A. de C.V.	54,878	38,320
Other	2,997	(42,069)
Total	**(12,076)**	**(432,338)**

3.23.- Consolidated statement of cash flows

The consolidated statement of cash flows was prepared in accordance with IAS 7.

One of the most noteworthy aspects is that it is unaffected by changes in the exchange rates against the euro of the currencies with which the Group operates.

Also, the pertinent classifications have been made in order to properly show the changes due to inclusions in and exclusions from the scope of consolidation.

The following aspects are worthy of mention in relation to each of the main sections of the consolidated statement of cash flows:

Cash flows from operating activities

"Cash Flows from Operating Activities" amounted to EUR (158,343) thousand in 2017, and it should be noted that:

The consolidated loss before tax for 2017 amounted to EUR (224,815) thousand.

The detail of "Other Adjustments to Loss" is as follows:

	Thousands of euros	
	2017	2016
Changes in provisions and allowances	2,803	29,436
Financial loss	46,626	34,757
Result of companies accounted for using the equity method	45,452	148,885
Total	**94,881**	**213,088**

The changes in working capital amounting to EUR (185,851) thousand relate mainly to the changes in "Trade and Other Payables".

Cash flows from investing activities

"Cash Flows from Investing Activities" amounted to EUR 41,519 thousand in 2017.

Payments due to investment amounted to EUR (189,787) thousand.

Notable among the proceeds from disposal, which amounted to EUR 279,379 thousand, are those from the partial sale of the hotel companies and golf course in Mayakoba.

Cash flows from financing activities

"Cash Flows from Financing Activities", amounting to EUR (58,464) thousand in 2017, include most notably:

Following the aforementioned transactions, and taking into consideration the impact of exchange rates, cash and cash equivalents at the end of the year amounted to EUR 434,210 thousand.

4.- OTHER DISCLOSURES

4.1.- Segment reporting

An operating segment is defined in the relevant IFRS as one having a segment manager who is directly accountable to and maintains regular contact with the chief operating decision maker to discuss operating activities, financial results, forecasts, or plans for the segment. The IFRS also states that if those characteristics apply to more than one set of components of an organisation but there is only one set for which segment managers are held responsible, that set of components constitutes the operating segments.

The Group considers that the segmentation that best represents it is that based on the various business areas in which it operates, the detail being as follows:

- Concessions (discontinued operation (see Note 1.3.))
- Engineering and Construction
  Construction
  Industrial
  Services
- Development

Basic information about these segments in 2017 and 2016 is presented below.

	Thousands of euros 2017						
	Concessions	Engineering and Construction				Development	Total Group
		Construction	Industrial	Services	Total Engineering and Construction		
Revenue	-	2,660,695	269,788	237,685	3,168,168	48,183	3,216,351
Inter-segment revenue	-	85,157	2,682	-	87,839	-	87,839
EBITDA	-	54,896	(40,530)	3,644	18,010	1,980	(56,539)
As a percentage of revenue	-	1.1%	-15.0%	1.5%	0.6%	4.1%	-1.8%
Depreciation and amortisation charge	-	(65,767)	(4,062)	(2,742)	(72,571)	(3,627)	(76,198)
EBIT	-	(10,871)	(44,592)	902	(54,561)	(1,647)	(132,737)
As a percentage of revenue	-	-0.4%	-16.5%	0.4%	-1.7%	-3.4%	-4.1%
Concession infrastructure	-	66,294	-	-	66,773	-	66,773
Current assets	-	2,252,143	286,227	78,715	2,416,881	51,387	10,543,232
Current liabilities	-	2,646,722	342,856	74,159	2,853,292	239,152	6,901,135
Total assets	-	3,093,694	323,026	89,673	3,442,845	454,461	12,208,485
Total liabilities	-	2,828,671	350,700	77,312	3,941,807	274,759	8,025,257
Cash flows from operating activities (*)	-	(11,341)	(104,752)	8,479	(217,951)	(10,359)	(228,310)
Changes in net borrowings(*)	108,224	79,546	98,351	(3,485)	272,216	(170,543)	209,897
Cash flows from investing activities (*)	(108,224)	(68,205)	6,401	(4,994)	(54,265)	180,902	18,413

(*) Calculated using internal criteria, which in certain cases differ from those in IAS 7.
The Concessions business was discontinued in 2017 and does not contribute the profit and loss and balance sheet figures which appear in this table.

	Thousands of euros 2016						
	Concessions	Engineering and Construction				Development	Total Group
		Construction	Industrial	Services	Total Engineering and Construction		
Revenue	-	2,773,571	243,629	194,410	3,211,610	130,759	3,342,369
Inter-segment revenue	-	58,409	4,911	-	63,320	-	63,320
EBITDA	-	(43,739)	(43,288)	2,513	(84,513)	28,402	(576,311)
As a percentage of revenue	-	-1.6%	-17.8%	1.3%	-2.6%	21.7%	-17.2%
Depreciation and amortisation charge	-	(98,102)	(18,585)	(654)	(117,340)	(12,366)	(129,706)
EBIT	-	(141,841)	(61,872)	1,859	(201,854)	16,037	(706,017)
As a percentage of revenue	-	-5.1%	-25.4%	1.0%	-6.3%	12.3%	-21.1%
Concession infrastructure	-	52,664	-	-	53,266	-	6,439,634
Current assets	-	2,460,651	266,524	75,399	2,768,375	519,357	4,331,279
Current liabilities	-	2,858,856	362,147	66,914	2,851,927	634,037	3,423,547
Total assets	-	3,395,189	311,388	79,787	3,881,851	889,006	12,920,346
Total liabilities	-	3,161,273	382,890	67,248	4,252,385	669,677	8,877,453
Cash flows from operating activities (*)	-	(102,655)	(29,802)	(6,943)	(315,697)	(5,792)	(183,411)
Changes in net borrowings(*)	(322,422)	248,052	24,451	5,355	577,654	38,230	299,494
Cash flows from investing activities (*)	322,422	(145,397)	5,351	1,588	(261,957)	(32,438)	(116,083)

(*) Calculated using internal criteria, which in certain cases differ from those in IAS 7.
The Concessions business was discontinued in 2017, and the related figures for 2016 were restated. Accordingly, it does not contribute the profit and loss and balance sheet figures which appear in this table.

The secondary segments -the geographical areas in which the Group companies operate on a lasting basis, since they have local structures- are the US and Canada, Mexico, Chile, Peru, Colombia, Spain and Central and Eastern Europe. The Group is also present in other countries, which are not currently considered to be local markets and are grouped together under "Other Countries".

	Thousands of euros 2017								
	US and Canada	Mexico	Chile	Peru	Colombia	Spain	Central and Eastern Europe	Other countries	Total Group
Revenue	1,116,528	266,176	149,776	113,833	93,786	729,193	270,212	476,847	3,216,351
EBITDA	33,977	43,084	(35,084)	11,886	5,167	(121,969)	(1,730)	8,130	(56,539)
As a percentage of revenue	3.0%	16.2%	-23.4%	10.4%	5.5%	-16.7%	-0.6%	1.7%	-1.8%
EBIT	4,319	37,349	(37,428)	7,129	3,694	(137,171)	(12,119)	1,490	(132,737)
As a percentage of revenue	0.4%	14.0%	-25.0%	6.3%	3.9%	-18.8%	-4.5%	0.3%	-4.1%
Profit (Loss) after tax (attributable to the Parent)	(61,768)	314,160	(19,663)	22,937	5,738	(188,860)	(12,121)	(72,499)	(12,076)
As a percentage of revenue	-5.5%	118.0%	-13.1%	20.1%	6.1%	-25.9%	-4.5%	-15.2%	-0.4%
Concession infrastructure	-	-	35	-	-	66,738	-	-	66,773
Year-end headcount	2,196	1,055	2,126	2,446	482	10,144	2,006	1,009	21,464
Short-term backlog	2,079,173	387,963	999,455	224,297	374,011	1,407,092	214,665	549,594	6,236,250
Long-term backlog	-	-	87,615	-	-	136,872	-	-	224,487
Total backlog	2,079,173	387,963	1,087,070	224,297	374,011	1,543,964	214,665	549,594	6,460,737

	Thousands of euros 2016								
	US and Canada	Mexico	Chile	Peru	Colombia	Spain	Central and Eastern Europe	Other countries	Total Group
Revenue	1,304,156	422,059	132,388	66,852	63,189	720,795	283,286	349,644	3,342,369
EBITDA	(39,932)	43,612	(49,684)	(3,178)	6,937	(127,822)	(27,142)	(379,102)	(576,311)
As a percentage of revenue	-3.1%	10.3%	-37.5%	-4.8%	11.0%	-17.7%	-9.6%	-108.4%	-17.2%
EBIT	(88,002)	31,189	(74,917)	(4,553)	8,221	208,667	(137,510)	(649,112)	(706,017)
As a percentage of revenue	-6.7%	7.4%	-56.6%	-6.8%	13.0%	28.9%	-48.5%	-185.6%	-21.1%
Profit (Loss) after tax (attributable to the Parent)	(227,388)	223,982	(58,932)	11,180	(788)	333,732	(128,081)	(586,043)	(432,338)
As a percentage of revenue	-17.4%	53.1%	-44.5%	16.7%	-1.2%	46.3%	-45.2%	-167.6%	-12.9%
Concession infrastructure	-	5,278,565	81,636	290,420	51,229	737,784	-	-	6,439,634
Year-end headcount	2,374	3,079	2,623	1,516	311	8,657	2,263	1,217	22,040
Short-term backlog	1,691,379	600,045	1,125,205	247,583	624,435	1,400,922	190,906	794,421	6,674,896
Long-term backlog	-	-	88,524	-	-	136,872	-	-	225,396
Total backlog	1,691,379	600,045	1,213,729	247,583	624,435	1,537,794	190,906	794,421	6,900,292

4.2.- Risk management policy

Risk management, as a strategic objective of the OHL Group, focuses on the 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 management tools and techniques in order to:

- Identify and manage risks at Group and divisional level.
- Implement integrated reporting, enabling the identification and follow-up of key risks.
- Align levels of risk tolerance with Group aims.
- Improve risk-related information and communications.
- Improve risk-response decisions.
- Integrate risk management into the decision-making process.
- Reduce the Group's vulnerability to adverse events.
- Establish and maintain a culture of raising risk awareness.
- 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 framework of the OHL Group's risk management process represents how the Group manages risk. The OHL Group manages risk on the basis of the following principles:

- Risk management is included in the main business processes such as planning or operational processes to ensure consistent risk analysis in decision-making.
- The OHL Group analyses and defines its ability to reduce, accept, share or avoid risks. This definition is aligned with and supports the Group's strategic and operational objectives and its declaration on risk tolerance.
- All the OHL Group's risks are identified, prioritised and evaluated, based on risk assessments and potential exposure, by appropriate personnel in the organisation.
- Each functional area and division is responsible for adopting and following the OHL Group Risk Management System. The risks identified are analysed in all divisions and are added together to ensure the adoption of a coordinated response to the most common risks within the Group.
- Each functional area and division carries out periodic reviews of its risk listing in order to update the status of existing risks and to identify emerging risks.
- Each functional area and division supports a culture of transparency, awareness-raising and open dialogue on risk. The OHL Group's Risk Management programme supports and helps facilitate regular debates on risk, corporate risk awareness and communication, and ongoing training on risk management.
- It is the responsibility of each division to proactively disseminate information on significant current or potential risks in a timely manner, and to ensure that risk management information is provided to the corresponding division management, the corporate risk management function or others as deemed appropriate.
- The OHL Group provides the necessary tools and resources to facilitate risk reporting, monitoring and measurement.

The OHL Group's risk management policy is reviewed annually to ensure that it remains in line with the interests of the Group and its stakeholders.

The OHL Group's Audit, Compliance and Corporate Social Responsibility Committee has the ultimate responsibility for ensuring that the commitments included in the risk management policy are up to date and fulfilled on an ongoing basis.

4.2.1 Financial risk management

Financial risks affect mainly the obtainment of the necessary financing when required and at a reasonable cost and the maximisation of the available financial resources. The most significant financial risks are as follows:

- Interest rate risk.
- Foreign currency risk.
- Credit risk.
- Liquidity risk.
- Risk relating to financial instruments associated with the Parent's shares.

Interest rate risk

Interest rate fluctuations change the future flows from assets and liabilities tied to floating interest rates.

This interest rate risk is particularly important in relation to the financing of infrastructure projects and other projects in which project profitability depends on possible changes in interest rates because it is directly linked to project cash flows.

The Group finances its operations using fixed- or floating-rate financial products and, based on estimates of the trend in interest rates and of debt structure targets, it either performs hedging transactions by arranging derivatives to mitigate these risks, also conducting a sensitivity analysis in this connection, or it arranges fixed-rate financing.

Of the Group's total gross debt at 31 December 2017, 3.1% had been hedged while 58.9% was bearing interest at a fixed rate.

The sensitivity of the Group's profit or loss to an increase of 0.5% in interest rates, excluding the debt hedged with hedging instruments and the debt bearing a fixed rate of interest, would have an impact of EUR 2,232 thousand on the profit or loss attributable to the Parent.

Foreign currency risk

Foreign currency risk management is centralised at the Group and various hedging mechanisms are applied to minimise the impact of the changes in value of foreign currencies against the euro.

The foreign currency risks relate basically to:

- Debt denominated in foreign currencies.
- Payments to be made in international markets for the acquisition of procurements or non-current assets.
- Collections arising on projects tied to currencies other than the functional currency of the Parent or of the subsidiaries.
- Investments in foreign subsidiaries.

The Group arranges foreign currency derivatives and currency forwards to hedge significant future transactions and cash flows, in keeping with the acceptable risk limits.

Also, the net assets relating to net investments in foreign operations 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 operations on consolidation.

In October 2017 Obrascón Huarte Laín, S.A. announced that it had entered into an agreement to sell its Concessions division to IFM Investors. The amount receivable for the sale is affected, among other adjustments, by fluctuations in the EUR/MXN and EUR/PEN exchange rates. In this connection, a series of currency forwards were arranged in December 2017. These derivatives do not qualify for hedge accounting and the impact of changes therein is recognised in profit or loss.

EUR (730,641) thousand were recognised in this connection under "Valuation Adjustments - Translation Differences" in the consolidated balance sheet as at 31 December 2017 (31 December 2016: EUR (529,917) thousand).

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 risk of financial instruments for the main currencies in which the Group operates simulated a 10% increase in the foreign currency/euro exchange rate with respect to the rates applicable at 31 December 2017 and 2016, the possible impact of which was as follows:

Currency	Thousands of euros				
	2017				
	Profit or loss	Translation differences	Attributable equity	Non-controlling interests	Total equity
Czech koruna	41	693	734	18	752
Algerian dinar	3,842	-	3,842	-	3,842
Kuwaiti dinar	(2,862)	-	(2,862)	-	(2,862)
Canadian dollar	-	32,726	32,726	-	32,726
US dollar	2,078	(5,500)	(3,422)	-	(3,422)
Chilean peso	3,001	(1,044)	1,957	-	1,957
Colombian peso	339	(4,828)	(4,489)	-	(4,489)
Mexican peso	(81)	3,347	3,266	-	3,266
Saudi Arabian riyal	-	7,823	7,823	-	7,823
Qatari riyal	30,672	-	30,672	-	30,672
Peruvian sol	(1,620)	1,544	(76)	-	(76)
Total	**35,410**	**34,761**	**70,171**	**18**	**70,189**

Currency	Thousands of euros 2016				
	Profit or loss	Translation differences	Attributable equity	Non-controlling interests	Total equity
Czech koruna	-	4,463	4,463	138	4,601
Algerian dinar	3,859	-	3,859	-	3,859
Kuwaiti dinar	3,423	-	3,423	-	3,423
Canadian dollar	-	5,092	5,092	-	5,092
US dollar	7,869	32,376	40,245	-	40,245
Chilean peso	7,290	6,781	14,071	-	14,071
Colombian peso	769	5,921	6,690	-	6,690
Mexican peso	340	315,799	316,139	239,697	555,836
Saudi Arabian riyal	-	13,703	13,703	-	13,703
Qatari riyal	46,590	-	46,590	-	46,590
Peruvian sol	1,430	3,932	5,362	-	5,362
Total	71,570	388,067	459,637	239,835	699,472

If a sensitivity analysis were performed using the assumption of a 10% decrease in the foreign currency/euro exchange rate with respect to the rates applicable at 31 December 2017 and 2016, the impact would be as follows:

Currency	Thousands of euros 2017				
	Profit or loss	Translation differences	Attributable equity	Non-controlling interests	Total equity
Czech koruna	(40)	(631)	(671)	(16)	(687)
Algerian dinar	(3,493)	-	(3,493)	-	(3,493)
Kuwaiti dinar	2,601	-	2,601	-	2,601
Canadian dollar	-	(29,751)	(29,751)	-	(29,751)
US dollar	(1,888)	5,000	3,112	-	3,112
Chilean peso	(2,729)	949	(1,780)	-	(1,780)
Colombian peso	(308)	4,389	4,081	-	4,081
Mexican peso	73	(3,042)	(2,969)	-	(2,969)
Saudi Arabian riyal	-	(7,112)	(7,112)	-	(7,112)
Qatari riyal	(27,883)	-	(27,883)	-	(27,883)
Peruvian sol	1,473	(1,403)	70	-	70
Total	(32,194)	(31,601)	(63,795)	(16)	(63,811)

Currency	Thousands of euros 2016				
	Profit or loss	Translation differences	Attributable equity	Non-controlling interests	Total equity
Czech koruna	-	(4,058)	(4,058)	(125)	(4,183)
Algerian dinar	(3,508)	-	(3,508)	-	(3,508)
Kuwaiti dinar	(3,112)	-	(3,112)	-	(3,112)
Canadian dollar	-	(4,629)	(4,629)	-	(4,629)
US dollar	(7,153)	(29,432)	(36,585)	-	(36,585)
Chilean peso	(6,627)	(6,165)	(12,792)	-	(12,792)
Colombian peso	(699)	(5,383)	(6,082)	-	(6,082)
Mexican peso	(309)	(287,090)	(287,399)	(217,906)	(505,305)
Saudi Arabian riyal	-	(12,457)	(12,457)	-	(12,457)
Qatari riyal	(42,355)	-	(42,355)	-	(42,355)
Peruvian sol	(1,300)	(3,575)	(4,875)	-	(4,875)
Total	**(65,063)**	**(352,789)**	**(417,852)**	**(218,031)**	**(635,883)**

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 Group has adopted a policy of trading only with solvent third parties and obtaining sufficient guarantees to mitigate the risk of incurring losses 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 its own relationships with customers and third parties.

At 31 December 2017, the net balances of the Group's financial assets exposed to credit risk are:

	Thousands of euros
Non-current financial assets	500,991
Trade and other receivables	1,736,175
Current financial assets	100,330
Current hedging instruments	39,789
Cash and cash equivalents	434,210

Non-current financial assets

Non-current financial assets include loans to associates totalling EUR 67,580 thousand. The Group is aware of the solvency of its associates and does not expect any losses to arise in relation to these financial assets. No write-downs were recognised on these financial assets in 2017.

Non-current hedging instruments

The credit risk of hedging instruments with a positive fair value is limited by the Group, since derivatives are arranged with highly solvent counterparties with high credit ratings and no counterparty accounts for a significant percentage of the total credit risk.

Trade and other receivables

Trade and other receivables includes the balances of "Trade Receivables for Sales and Services" totalling EUR 1,710,407 thousand, of which 51.9% relate to public-sector customers in relation to which the Group does not expect any losses to arise. In certain cases, the Group is entitled to demand interest. The remaining 48.1% relate to private-sector customers which, in general, have a high level of solvency.

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 write-downs are recognised whenever necessary.

Liquidity risk

This risk is managed by maintaining adequate levels of cash and marketable securities as well as by arranging and maintaining sufficient financing lines to cover all financing needs and to maintain at all times adequate levels of financial flexibility for the Group's activity.

In order to improve this liquidity position, the Group takes measures in relation to:

- Ongoing management of working capital and, particularly, of "Trade and Other Receivables".
- Optimisation of the financial position of all its companies through ongoing monitoring of cash projections.
- Management of the arrangement of financing lines in capital markets.

The Group presents the repayment schedule at 31 December 2017, of which EUR 680,679 thousand mature in 2018 (see Note 3.17.).

The Group's liquidity position at 31 December 2017 comprises the following:

- Current financial assets amounting to EUR 140,119 thousand.
- Cash and cash equivalents amounting to EUR 434,210 thousand.
- Drawable credit lines and discount facilities amounting to EUR 215,005 thousand.

In 2016 there were four reductions in the Group's credit rating by rating agencies, three levels in the case of Moody's and one level in the case of Fitch, ultimately leaving it at Caa1 and B+ (in both cases with a negative outlook), respectively.

In order to avoid a potential adverse impact on its liquidity profile, the OHL Group initiated a process of dialogue and joint negotiation with its eight main relationship entities (the "Group of Entities"), with a twofold objective: (i) to ensure the maintenance of their support for the Group by signing a formal standstill agreement to maintain the terms and conditions, drawability and limits of the existing financing from that Group of Entities; and (ii) to negotiate a new financing package that would allow the OHL Group to ensure the coverage of its future working capital needs arising from the implementation of its Business Plan.

The renewal of the multi-product syndicated financing agreement (novated on 29 November 2017) was formalised on 30 March 2017 for an aggregate amount of EUR 684 million, for the issue of guarantees (EUR 402 million) and reverse factoring (EUR 92 million), which also includes a revolving credit line of EUR 190 million.

All maturing at 18 months, thereby extending the standstill period until that date, and secured by the shares of OHL Concesiones and OHL Desarrollos.

This financing package, together with the debt reduction measures implemented in 2017 aimed at carrying out a divestment plan and taking decisive actions to generate cash flows/control projects, strengthened the Group's liquidity profile at 31 December 2017.

Note should also be made of the agreement entered into on 30 November 2017 by OHL and IFM Investors for the sale of all the Group's ownership interest in OHL Concesiones. This transaction should be completed in the first quarter of 2018 and will represent a significant cash inflow for the Group, which will substantially reduce its gross recourse borrowings and improve its available recourse liquidity.

4.2.2. - Capital management

The objective of the Group's capital management is to maintain an optimum financial structure that enables it to reduce the cost of capital but also guarantees the capacity to continue managing recurring operations and undertaking new projects focused on growth and the creation of value.

In order to achieve this target, the Group considered it necessary to strengthen its financial structure to undertake investments in new concession operators and also to reduce its net financial debt. Accordingly, on 30 October 2015, it increased capital by a par value of EUR 119,410 thousand, through the issue of 199,018,056 new shares of EUR 0.60 par value and a share premium of EUR 4.42 each, of the same class and series as the existing shares.

The total amount of the capital increase, i.e. par value plus share premium, excluding expenses, was EUR 999,070 thousand.

In addition to obtaining funds from its shareholders, the main sources used by the Group to finance its growth and operations are as follows:

- Cash flows generated by the Group that are not related to project finance, including dividends arising from projects.
- Project finance, which is always long term and with recourse only to the cash flows generated and the project assets being financed and always in the same currency as the revenue from the related project.
- Short-term corporate finance, with recourse mainly to the Parent, used to cover the possible seasonality of business during the year.
- Long-term corporate finance, with recourse mainly to the Parent, always of a moderate amount with respect to equity and in proportion to the cash generated.

The capital structure is controlled through the leverage ratio (calculated as the ratio of net financial debt to equity).

These ratios at 31 December 2017 and 2016 are as follows:

	Thousands of euros				
	2017	%	2016	%	Change %
Equity	**4,183,330**		**4,042,893**		**3.5**
Total financial debt					
Non-current	893,556	56.8	3,777,065	86.0	-76.3
Current	680,679	43.2	615,201	14.0	10.6
Total gross financial debt	**1,574,235**	**100.0**	**4,392,266**	**100.0**	**-64.2**
Total net financial debt	**999,906**		**2,910,946**		**-65.7**
Total net financial debt including that of discontinued operations	**2,243,332**		**2,910,946**		**-1.5%**
Total net debt including discontinued operations/Equity	**0.54**		**0.72**		

Total net financial debt decreased in 2017 due mainly to the discontinuation of the Concessions business (see Note 1.3.).

4.3.- Number of employees

The average number of employees in 2017 and 2016, by professional category, was as follows:

Professional category	Average number of employees	
	2017	2016
Management and university graduates	481	594
Further education college graduates	1,799	1,821
Non-graduate line personnel	2,918	2,925
Clerical staff	1,379	1,631
Other employees	14,991	15,179
Total	21,568	22,150
Permanent employees	12,971	13,945
Temporary employees	8,597	8,205
Total	21,568	22,150

The average number of employees at the Group with a disability equal to or greater than 33% in 2017 was 521 (2016: 393).

Of the average number of employees in 2017, 7,997 were women and 13,571 were men.

4.4.- Related party transactions

Related party transactions are deemed to be transactions with parties outside the Group but with which there are strong ties as defined in Ministry of Economy and Finance Order EHA/3050/2004, of 15 September, and in Spanish National Securities Market Commission (CNMV) Circular 1/2005, of 1 April.

The following transactions were performed with related companies in 2017 and 2016:

	Thousands of euros			
	2017	% of total	2016	% of total
Income and expenses				
Revenue	33,139	1.03	27,148	0.81
Other operating income	1,359	0.81	1,251	0.69
Finance income	5,382	15.15	3,538	14.32
Procurements	4,568	0.22	9,916	0.38
Other operating expenses	5,409	1.12	6,474	1.00
Other transactions				
Acquisitions of intangible assets	711	-	819	-
Acquisitions of property, plant and equipment	-	-	29	-
Acquisitions of financial assets	8,470	-	49,282	-
Financing agreements: loans granted	-	-	180,209	-
Financing agreements: repayment of loans granted	926	-	103,000	-
Dividends paid	1	-	5,003	-

The following transactions were performed with the related companies of the discontinued Concessions business in 2017 and 2016:

	Thousands of euros			
	2017	% of total	2016	% of total
Income and expenses				
Revenue	-	-	669	2.17
Procurements	-	-	417	0.29
Other operating expenses	551	0.32	593	0.60
Finance costs	-	-	-	-
Other transactions				
Acquisitions of intangible assets	-	-	90	-
Financing agreements: loans granted	-	-	30,000	-
Financing agreements: repayment of loans granted	-	-	63,000	-
Financing agreements: advances to suppliers	-	-	20,553	-

The detail of the related party transactions in 2017 is as follows:

Employer identification number	Related company		Group company	Thousands of euros
	ADP-Fertilizantes, S.A.	Revenue	Avalora Tecnologías de la Información, S.A.	10
	Agralia Fertilizantes, S.L.	Revenue	Avalora Tecnologías de la Información, S.A.	1
	Centro Canalejas Madrid, S.L.U.	Revenue	Obrascon Huarte Lain, Desarrollos, S.L.	1,920
	Centro Canalejas Madrid, S.L.U.	Revenue	Obrascon Huarte Lain, S.A.	22,593
	Enérgya VM Gestión de Energía, S.L.U.	Revenue	Avalora Tecnologías de la Información, S.A.	50
	Espacio Arpada Desarrollos, S.L.	Revenue	Obrascon Huarte Lain, S.A.	33
	Espacio Caleido, S.A.	Revenue	Obrascon Huarte Lain, S.A.	4,896
	Espacio Information Technology, S.A.U.	Revenue	Avalora Tecnologías de la Información, S.A.	166
	Ferroatlántica, S.A.U.	Revenue	Avalora Tecnologías de la Información, S.A.	60
	FerroPem, SAS	Revenue	Avalora Tecnologías de la Información, S.A.	2
	Fertiberia, S.A.	Revenue	Avalora Tecnologías de la Información, S.A.	97
	Fertiberia, S.A.	Revenue	Chemtrol Proyectos y Sistemas, S.L.	4
	Fertiberia, S.A.	Revenue	Comercial de Materiales de Incendio, S.L.	28
	Fertiberia, S.A.	Revenue	OHL Industrial Mining & Cement, S.A.	4
	Fertiberia, S.A.	Revenue	S.A. Trabajos y Obras	260
	Grupo Villar Mir, S.A.U.	Revenue	Obrascon Huarte Lain, Desarrollos, S.L.	1,000
	Inmobiliaria Colonial, S.A.	Revenue	Obrascon Huarte Lain, S.A.	1,203

Employer identification number	Related company		Group company	Thousands of euros
	Inmobiliaria Colonial, S.A.	Revenue	OHL Servicios - Ingesan, S.A.U.	125
	Inmobiliaria Espacio, S.A.	Revenue	Avalora Tecnologías de la Información, S.A.	47
	Inmobiliaria Espacio, S.A.	Revenue	OHL Servicios - Ingesan, S.A.U.	2
	Intergal Española, S.A.	Revenue	Avalora Tecnologías de la Información, S.A.	2
	Padacar, S.A.U.	Revenue	Avalora Tecnologías de la Información, S.A.	6
	Padacar, S.A.U.	Revenue	OHL Servicios - Ingesan, S.A.U.	84
	Promociones y Propiedades Inmobiliaria Espacio, S.L.U.	Revenue	Avalora Tecnologías de la Información, S.A.	10
	Promociones y Propiedades Inmobiliaria Espacio, S.L.U.	Revenue	Obrascon Huarte Lain, S.A.	104
	Torre Espacio Gestión, S.L.U.	Revenue	Avalora Tecnologías de la Información, S.A.	35
	Torre Espacio Gestión, S.L.U.	Revenue	OHL Servicios - Ingesan, S.A.U.	360
	Torre Espacio Restauración, S.L.U.	Revenue	OHL Servicios - Ingesan, S.A.U.	7
	Villar Mir Energía, S.L.U.	Revenue	Avalora Tecnologías de la Información, S.A.	3
	Villar Mir Energía, S.L.U.	Revenue	OHL Servicios - Ingesan, S.A.U.	27
	Centro Canalejas Madrid, S.L.U.	Other operating income	Obrascon Huarte Lain, S.A.	42
	Espacio Information Technology, S.A.U.	Other operating income	Obrascon Huarte Lain, S.A.	69
	Espacio-OHLD Proyectos Singulares, S.L.	Other operating income	Obrascon Huarte Lain, S.A.	1
	Fertiberia, S.A.	Other operating income	Obrascon Huarte Lain, S.A.	1
	Ferroatlántica, S.A.U.	Other operating income	Obrascon Huarte Lain, S.A.	5

Employer identification number	Related company		Group company	Thousands of euros
	Grupo Villar Mir, S.A.U.	Other operating income	Obrascon Huarte Lain, S.A.	1,218
	Inmobiliaria Espacio, S.A.	Other operating income	Obrascon Huarte Lain, S.A.	6
	Proyecto Canalejas Group, S.L.	Other operating income	Obrascon Huarte Lain, Desarrollos, S.L.	8
	Torre Espacio Gestión, S.L.U.	Other operating income	Obrascon Huarte Lain, S.A.	9
	Alse Park, S.L.	Finance income	Obrascon Huarte Lain, Desarrollos, S.L.	41
	Centro Canalejas Madrid, S.L.U.	Finance income	Obrascon Huarte Lain, Desarrollos, S.L.	986
	Grupo Villar Mir, S.A.U.	Finance income	Obrascon Huarte Lain, S.A.	4,158
	Inmobiliaria Espacio, S.A.	Finance income	Avalora Tecnologías de la Información, S.A.	110
	Pacadar, S.A.U.	Finance income	Obrascon Huarte Lain, S.A.	87
	Enérgya VM Gestión de Energía, S.L.U.	Procurements	Avalora Tecnologías de la Información, S.A.	1
	Espacio Information Technology, S.A.U.	Procurements	Avalora Tecnologías de la Información, S.A.	2,708
	Pacadar, S.A.U.	Procurements	Obrascon Huarte Lain, S.A.	394
	Padacar, S.A.U.	Procurements	Construcciones Adolfo Sobrino, S.A.	1,465
	Alse Park, S.L.	Other operating expenses	Obrascon Huarte Lain, S.A.	29
	Alse Park, S.L.	Other operating expenses	OHL Servicios - Ingesan, S.A.U.	2
	Enérgya VM Gestión de Energía, S.L.U.	Other operating expenses	Agrupación Guinovart Obras y Servicios Hispania, S.A.	10
	Enérgya VM Gestión de Energía, S.L.U.	Other operating expenses	Asfaltos y Construcciones Elsan, S.A.	13

Employer identification number	Related company		Group company	Thousands of euros
	Enérgya VM Gestión de Energía, S.L.U.	Other operating expenses	Construcciones Adolfo Sobrino, S.A.	3
	Enérgya VM Gestión de Energía, S.L.U.	Other operating expenses	Obrascon Huarte Lain, S.A.	356
	Espacio Information Technology, S.A.U.	Other operating expenses	Agrupación Guinovart Obras y Servicios	107
	Espacio Information Technology, S.A.U.	Other operating expenses	Asfaltos y Construcciones Elsan, S.A.	87
	Espacio Information Technology, S.A.U.	Other operating expenses	Catalana de Seguretat i Comunicacions, S.L.	15
	Espacio Information Technology, S.A.U.	Other operating expenses	Chemtrol Proyectos y Sistemas, S.L.	14
	Espacio Information Technology, S.A.U.	Other operating expenses	Construcciones Adolfo Sobrino, S.A.	28
	Espacio Information Technology, S.A.U.	Other operating expenses	Constructora de Proyectos Viales de México, S.A. de C.V.	161
	Espacio Information Technology, S.A.U.	Other operating expenses	EyM Instalaciones, S.A.	45
	Espacio Information Technology, S.A.U.	Other operating expenses	Obrascon Huarte Lain, Desarrollos, S.L.	10
	Espacio Information Technology, S.A.U.	Other operating expenses	Obrascon Huarte Lain, S.A.	2,973
	Espacio Information Technology, S.A.U.	Other operating expenses	OHL Arabia, LLC	26
	Espacio Information Technology, S.A.U.	Other operating expenses	OHLDM, S.A. de C.V.	14
	Espacio Information Technology, S.A.U.	Other operating expenses	OHL Industrial Mining & Cement, S.A.	4
	Espacio Information Technology, S.A.U.	Other operating expenses	OHL Industrial, S.L.	29
	Espacio Information Technology, S.A.U.	Other operating expenses	OHL Servicios - Ingesan, S.A.U.	20
	Espacio Information Technology, S.A.U.	Other operating expenses	S.A. Trabajos y Obras	60
	Fertiberia, S.A.	Other operating expenses	S.A. Trabajos y Obras	1

Employer identification number	Related company		Group company	Thousands of euros
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	Other operating expenses	Obrascon Huarte Lain, Desarrollos, S.L.	1,200
	Promociones y Propiedades Inmobiliarias Espacio, S.L.U.	Other operating expenses	Obrascon Huarte Lain, S.A.	135
	Torre Espacio Gestión, S.L.U.	Other operating expenses	Obrascon Huarte Lain, S.A.	36
	Torre Espacio Gestión, S.L.U.	Other operating expenses	S.A. Trabajos y Obras	1
	Torre Espacio Restauración, S.L.U.	Other operating expenses	Obrascon Huarte Lain, Desarrollos, S.L.	1
	Torre Espacio Restauración, S.L.U.	Other operating expenses	Obrascon Huarte Lain, S.A.	28
	Centro Canalejas Madrid, S.L.U.	Sales of property, plant and equipment	Obrascon Huarte Lain, S.A.	1
	Espacio Information Technology, S.A.U.	Acquisitions of intangible assets	Obrascon Huarte Lain, S.A.	711
	Grupo Villar Mir, S.A.U.	Acquisitions of financial assets	Obrascon Huarte Lain, Desarrollos, S.L.	8,470
	Alse Park, S.L.	Financing agreement: repayment of loan granted	Obrascon Huarte Lain, Desarrollos, S.L.	926
	Centro Canalejas Madrid, S.L.U.	Guarantees for construction work	Obrascon Huarte Lain, S.A.	4,387
	Centro Canalejas Madrid, S.L.U.	Financial guarantees	Obrascon Huarte Lain, S.A.	21,395

The detail of the transactions performed in 2017 by companies belonging to the discontinued Concessions business is as follows:

Employer identification	Related company		Group company	Thousands of euros
	Enérgya VM Gestión de Energía, S.L.U.	Other operating expenses	Terminales Marítimas del Sureste, S.A.	250
	Espacio Information Technology, S.A.U.	Other operating expenses	OHL Concesiones, S.A.	295
	Torre Espacio Gestión, S.L.U.	Other operating expenses	OHL Concesiones, S.A.	2
	Torre Espacio Restauración, S.L.U.	Other operating expenses	OHL Concesiones, S.A.	4

These transactions, which are performed under a contractual relationship, were carried out on an arm's length basis.

At 31 December 2017 and 2016, the balances with related companies were as follows:

	Thousands of euros			
	2017	% of total	2016	% of total
Non-current assets				
Other receivables	101,524	22.56	96,578	25.53
Current assets				
Advances to suppliers and subcontractors	-	-	37,087	31.48
Trade receivables for sales and services	10,744	0.63	5,266	0.29
Sundry accounts receivable	1,613	2.36	490	0.34
Investment securities	-	-	6,326	1.60
Other receivables	7,000	6.95	7,909	2.91
Non-current liabilities				
Other non-current liabilities	1,500	9.45	-	-
Current liabilities				
Customer advances	4,587	0.96	5,280	1.14
Accounts payable for purchases and services	841	0.08	896	0.06
Notes payable	-	-	2,118	11.00
Other non-trade payables	212	0.93	199	0.20

The balances with related companies associated with discontinued operations at 31 December 2017 are as follows:

	Thousands of euros	
	2017	% of total discontinued operations
Non-current assets		
Advances to suppliers and subcontractors	34,110	95.67
Current liabilities		
Accounts payable for purchases and services	7	0.01

In addition, at 31 December 2017 the Group had provided guarantees for related entities amounting to EUR 57,570 thousand.

4.5 Backlog

At 31 December 2017, the Group's backlog amounted to EUR 6,460,737 thousand (31 December 2016: EUR 6,900,292 thousand).

The breakdown of the Group's backlog, by activity and geographical market, is as follows:

Business activity	Thousands of euros					
	2017			2016		
	Short-term	Long-term	Total	Short-term	Long-term	Total
Construction	5,568,294	224,487	5,792,781	5,880,909	225,396	6,106,305
Industrial	312,107	-	312,107	437,256	-	437,256
Services	355,849	-	355,849	356,731	-	356,731
Total backlog	**6,236,250**	**224,487**	**6,460,737**	**6,674,896**	**225,396**	**6,900,292**

The long-term backlog includes an estimate of the future net sales of Construction concession operators over the entire term of the concession based on the economic and financial plan of each concession.

Of the total short-term backlog at 31 December 2017, EUR 4,976,279 thousand related to public sector customers and EUR 1,259,971 thousand to private sector customers (2016: EUR 4,514,772 thousand and EUR 2,385,520 thousand, respectively).

Geographical market	Thousands of euros					
	2017			2016		
	Short-term	Long-term	Total	Short-term	Long-term	Total
US and Canada	2,079,173	-	2,079,173	1,691,379	-	1,691,379
Mexico	387,963	-	387,963	600,045	-	600,045
Chile	999,455	87,615	1,087,070	1,125,205	88,524	1,213,729
Peru	224,297	-	224,297	247,583	-	247,583
Colombia	374,011	-	374,011	624,435	-	624,435
Spain	1,407,092	136,872	1,543,964	1,400,922	136,872	1,537,794
Central and Eastern Europe	214,666	-	214,666	190,906	-	190,906
Other countries	549,593	-	549,593	794,421	-	794,421
Total backlog	**6,236,250**	**224,487**	**6,460,737**	**6,674,896**	**225,396**	**6,900,292**

At 31 December 2017, the backlog abroad represented 76.1% of the total backlog (31 December 2016: 77.7%).

4.6.- Contingent assets and contingent liabilities

4.6.1.- Contingent assets

There were no material contingent assets at 31 December 2017.

4.6.2.- Contingent liabilities and guarantees

4.6.2.1.- Guarantees provided 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 Group companies and those arranged by the UTEs in which they have interests. The subsidiaries in Spain also have a secondary liability for the obligations of their subcontractors to the social security system with respect to their site employees. No losses are expected to be incurred by the Group in this connection.

At 31 December 2017, the Group companies had provided EUR 3,672,965 thousand of guarantees to third parties (31 December 2016: EUR 3,922,822 thousand), of which, in accordance with standard practice in the industry, EUR 3,550,465 thousand (31 December 2016: EUR 3,759,089 thousand) related to completion bonds deposited with public authorities and private sector customers to guarantee proper performance of the project contracts, and the remainder to provisional guarantees for project bids.

Of the total EUR 3,762,965 thousand of guarantees to third parties, EUR 348,846 thousand relate to companies belonging to the discontinued Concessions business. Also, of the total EUR 3,550,867 thousand of guarantees deposited with public authorities and private sector customers to guarantee proper performance of the project contracts, EUR 288,718 thousand relate to companies belonging to the discontinued Concessions business.

4.6.2.2.- Joint and several personal financial guarantees

Also, certain Group companies had provided joint and several personal guarantees to various entities (mainly banks) as security for the credit facilities granted to other associates, which amounted to EUR 50,493 thousand at 31 December 2017 (31 December 2016: EUR 26,435 thousand).

The Parent's directors do not expect any additional liabilities to arise in connection with these guarantees that might affect the 2017 consolidated financial statements.

4.6.2.3.- Guarantees for financial instruments

The Group has loans secured by shares of its investees (see Notes 3.17.1. and 4.2.).

Certain Group companies have provided guarantees to various entities to secure derivatives granted to other associates, the amount of which at 31 December 2017 was EUR 6,095 thousand (31 December 2016: EUR 4,199 thousand).

The Parent's directors do not expect the collateral guarantees to pose a significant risk for the Group's liquidity.

4.6.2.4.- Investment commitments

The concession operators are obliged, under the concession arrangements, to make certain investments (see Note 3.2.).

These investments will be financed through loans granted to, capital increases at, and cash flows generated by, the concession operators. Given that these are estimates and neither the amounts to be received through the loans nor the cash flows to be generated by the concessions are fixed, the amount and the timing of the capital increases at the subsidiaries is not certain.

4.6.2.5.- Litigation

At the end of 2017 certain lawsuits were in process involving the Parent and/or its subsidiaries as a result of the ordinary course of their operations.

The Group's most significant lawsuits, by operating segment, are as follows:

Concessions

- In June 2008 and 2009 the concession operator **Autopista Eje Aeropuerto Concesionaria Española, S.A.U.** filed two claims (the latter refiled on 31 July 2013) against the Ministry requesting that the economic feasibility of the concession be restored and that the concession arrangement be rendered null and void with the reimbursement of the amounts invested, respectively.

  At the date of these consolidated financial statements, the authorities had not handed down any decision on these requests.

  In order to compensate for the shortfall in traffic, in 2012, 2013, 2014, 2015, 2016 and 2017 the company claimed from the Ministry of Public Works the approval and payment of the amounts earmarked in the compensation account and approval of the annual participating loans pursuant to Additional Provision Eight of Law 43/2010. All the requests were rejected in the administrative jurisdiction, and a decision has yet to be handed down by the Supreme Court on those relating to 2013, 2014 and 2015.

  The total requested in relation to amounts earmarked in the aforementioned years is EUR 25.7 million, and that requested in relation to participating loans is EUR 116.0 million.

  Pursuant to Additional Provision 41 of Law 26/2009, the concession operator filed 14 participating loan applications with the Ministry of Public Works for the payment of compulsory purchases made in 2012, 2013, 2014, 2015 and 2016. The total amount claimed through these applications is EUR 111.7 million. The request for payment of these loans was dismissed in a final judgment by the Supreme Court in appeal 397/2014 claiming the restoration of the economic feasibility of

the concession for compulsory purchase cost overruns. At the reporting date, and with respect to compulsory purchase proceedings, reappraisals and related proceedings (*voie de fait* (an administrative proceeding performed outside its jurisdiction or dispensing with the established procedure) and request for compensation), one court proceeding and two administrative proceedings are in progress. Also, at the reporting date a decision had yet to be handed down on the appeal filed by the concession operator in June 2014 at the Supreme Court against the alleged dismissals of the request for compensation filed by the concession operator for the performance of additional works.

Also, in relation to the insolvency proceeding involving Autopista Eje Aeropuerto Concesionaria Española, S.A.U. and Aeropistas, S.L.U.:

a) Petition for initiation of insolvency proceedings

Autopista Eje Aeropuerto Concesionaria Española, S.A.U. was declared to be legally involved in an insolvency proceeding together with its sole shareholder, Aeropistas, S.L.U. in the court order of 12 December 2013 of the Madrid Commercial Court No. 2, which gave rise to the orders of Voluntary Insolvency Proceeding 863/13.

b) The common phase of the insolvency proceeding

On 19 May 2015, the insolvency manager submitted the final reports, introducing amendments to the list of creditors of Autopistas Eje Aeropuerto Concesionaria Española, S.A.U, due to: (i) the definitive nature of the majority of judicial decisions in matters of compulsory purchases; (ii) the inclusion of the decision handed down on insolvency event 588/2014; and (iii) the recognition of debts not included due to error.

There were no changes to the inventory of assets and rights of the concession operator, and the total value remained at EUR 412.6 million, of which intangible assets accounted for EUR 396.1 million.

In the case of Aeropistas, S.L.U. no amendments were made to the list of creditors in the final reports or the inventory of assets and rights, with assets totalling EUR 336.6 million, comprising mainly investments in Group companies and equity instruments.

On 31 July 2015, an order was issued to end the common phase and open the phase of arrangement, as both SEITTSA and the insolvent companies had submitted arrangement proposals.

c) Opening and processing of the liquidation phase.

The court order of 13 October 2015 rejected the arrangement proposals submitted and, consequently, ordered the opening of the liquidation phase, with the legal effects that this entails. Furthermore, the insolvency manager was requested to submit a liquidation plan in 15 days, although it requested an extension to that period (at the date of these consolidated financial statements that request has not been answered).

Also, on 23 October 2015 the insolvency manager requested that the Spanish Ministry of Public Works terminate and liquidate the concession arrangement, to which the Spanish Ministry of Public Works responded, in the notification of 9 February 2016, that "the requested termination of the concession arrangement shall only be carried out when the liquidation [in the insolvency proceeding of the concession operator Autopista Eje Aeropuerto] becomes final, if the decision handed down on the appeal filed by the Spanish government lawyers on behalf of SEITTSA orders this to happen".

SEITTSA filed an appeal against the order initiating the liquidation phase, requesting, furthermore, the stay of the liquidation proceedings until that court order becomes final. Subsequently, SEITTSA and the Spanish Ministry of Public Works withdrew this appeal. As a result of the foregoing, on 19 December 2017 the Spanish Ministry of Public Works declared the termination of the concession arrangement and ordered the procedure to liquidate the concession arrangement to be processed.

The insolvency manager and AEA submitted pleadings against this decision of the Spanish Ministry of Public Works in which they requested the dismissal of the initiated

proceeding, since it was not taken into account that the concession arrangement had already been terminated, by operation of Law, on 13 October 2015 (date of the opening of the liquidation phase) and, accordingly, the Governmental Liability ("Responsabilidad Patrimonial de la Administración -RPA-") should be calculated as of that date.

The above in consonance with the information presented previously, which was fully aligned with the decision of the Chamber for Jurisdictional Conflicts of the Supreme Court in relation to the insolvency proceedings of another toll road concession operator, i.e. the decision of 15 December 2016 of the Chamber for Jurisdictional Conflicts of the Supreme Court (which resolved the conflict of jurisdiction raised between the Spanish Ministry of Public Works and Madrid Commercial Court No. 6, in relation to who was the competent authority to terminate and liquidate a toll road concession arrangement involved in insolvency proceedings), which establishes, inter alia, that the opening of the liquidation phase ordered by the judge overseeing the insolvency proceedings produces by operation of Law the termination of the concession arrangement and, therefore, the public authorities cease to have the power to declare the concession terminated, without prejudice to continuing to maintain the power to liquidate the concession arrangement once it is indeed terminated.

The opening of the liquidation phase at the two companies led to the exclusion from consolidation thereof from October 2015 onwards.

In this context, and with respect to the termination of the liquidation process of the investees, the Group's directors consider that in a base-case resolution scenario, which is inferior to the scenario requested by the companies' liquidator, both the net investments recognised (EUR 19 million) and the balance receivable associated with the construction of the infrastructure (EUR 43 million) would be recovered.

- In accordance with the provisions of Article 2 of Insolvency Law 22/2003, of 9 July, and following an agreement dated 19 May 2016 of its Board of Directors, on 24 May 2016 the concession operator **Cercanías Móstoles Navalcarnero, S.A.** filed a petition for voluntary insolvency proceedings to be initiated since it met the objective prerequisite of insolvency referred to in the aforementioned Article of the Insolvency Law.

On 12 July 2016, Madrid Commercial Court no. 1 issued an order admitting the aforementioned petition for insolvency and declared the initiation of ordinary voluntary insolvency proceedings in relation to the company.

This order designated an insolvency manager and established that the company's situation of insolvency arose from:

a) The Grantor's refusal to amend the concession arrangement and restore its economic feasibility.
b) The breaches of the concession arrangement by the Grantor.
c) The imposition by the Grantor of an unjustified penalty amounting to EUR 34,080,687 pursuant to the resolution of 12 February 2016.

The declaration of insolvency entailed the interruption of the principal activity that the company had been carrying on until that time (the construction of infrastructure). Currently, the company only takes actions that are strictly necessary to defend its rights against third parties in relation to the claims filed and to continue with the normal development of the insolvency proceedings.

On 16 August 2016, the initiation of the ordinary voluntary insolvency proceedings of Cercanías Móstoles Navalcarnero, S.A. was published in the Spanish Official State Gazette.

On 15 March 2017, Madrid Commercial Court no. 1 ordered the liquidation of Cercanías Móstoles Navalcarnero, S.A., opening the liquidation phase, declaring the dissolution of the company, the removal of its directors and their substitution by the insolvency managers.

On 20 June 2017, as a result of the aforementioned imposition of the penalty on the company, the Autonomous Community Government of Madrid enforced the guarantees that OHL, S.A. and OHL Concesiones, S.A.U. had provided to secure performance of their obligations under that company's concession arrangement. The enforced guarantees amounted to EUR 15,869,300.60 (EUR 12,696,240.48 from Banco Popular Español, S.A. and EUR 3,173,060.12 from Abanca Corporación Bancaria, S.A.). On 7 July 2017, subsequent to filing an appeal for judicial review, the High Court of Madrid resolved to stay the court proceeding due to a preliminary point of law until a decision had been handed down on the appeal for judicial review filed by the company requesting the termination of the concession arrangement.

Also, on 21 July 2017 the concession operator was notified of the order issued by the Autonomous Community of Madrid's Regional Minister for Transport, Housing and Infrastructure declaring the termination of the concession arrangement, the attachment of the guarantee and the obligation to pay compensation for damage and losses to the grantor for an amount to be determined in the corresponding adversary process. The company lodged an administrative appeal against this order, which was dismissed by the Autonomous Community Government of Madrid on 10 October 2017 and, accordingly, on 5 December 2017 the company filed an appeal for judicial review against this decision. The complete administrative dossier, which is required to submit this appeal, has not yet been received.

Lastly, on 2 November 2017 Madrid Commercial Court No. 1 approved the company's liquidation plan as part of the aforementioned insolvency proceedings.

In line with the situation described above, the Group considers that, based on opinions of its internal and external legal advisers, the concession arrangement supports the right to recover the net investments and the amounts contributed in the form of a loan to the company, with respect to which no provisions have been recognised.

Construction

- In 2014 the Parent reported that as a consequence of the **contract for the Design and Construction of the Sidra Medical Research Centre (Doha, Qatar), Qatar Foundation for Education, Science and Community Development (QF)** and the joint venture (JV) between the company and Contrack Cyprus Ltda. (55% - 45%, respectively) had initiated arbitration proceedings on 30 July 2014, at the International Chamber of Commerce.

At the end of 2015 a partial award was handed down on the existence or otherwise of an agreement to novate the construction contract, in relation to which the company reached the conclusion that although there was an agreement, it lacked certain formalities required under Qatari legislation for it to be considered legally enforceable by the parties.

Subsequent to the aforementioned partial award, the arbitration process continued to consider the legality or illegality of the termination of the contract and the economic and financial consequences thereof. The amount of the claim is estimated to stand within a range of between EUR 270 million and EUR 376 million, with the inclusion of EUR 98 million relating to the incorrect enforcement of guarantees in both cases.

At the reporting date, the proceeding was ongoing and no developments worthy of note had occurred.

- **OHL Construction Canada and Fomento de Construcciones y Contratas Canada Limited Partnership (owned 50% by OHL Canada and 50% by FCC Canada Limited Partnership), (OHL - FCC LLP)**, filed a court claim against the customer -the Toronto Transit Commission (TTC)- at the Ontario courts on 5 May 2014. OHL - FCC LLP claimed an amount estimated at CAD 205.0 million (EUR 138,654 thousand) in this proceeding, which may be modified in the course of the proceeding. TTC filed a defence and counterclaim for CAD 40.7 million (EUR 27,528 thousand). The proceeding is stayed by court order and will resume once OHL - FCC LLP issues to the customer the last invoice arising from the arrangement.

At the date of these consolidated financial statements, the proceeding is still stayed.

- On 7 February 2017, Rizzani de Eccher, SpA, Trevi, SpA and Obrascon Huarte Lain, S.A. initiated an arbitration proceeding to protect an investment against the State of Kuwait at the International

Centre for Settlement of Investment Disputes (ICSID) in relation to the **"Construction, Completion and Maintenance of Roads, Overpasses, Sanitary and Storm Water Drains, as well as other Services for Jamal Abdul Nasser Street"** agreement. OHL holds a 50% ownership interest in the construction joint venture. This arbitration proceeding was initiated under the international treaties for the reciprocal protection of investments entered into by the State of Kuwait with Spain and Italy and as a result of the breach thereof by the State of Kuwait through its obstructive, abusive and arbitrary actions, to the detriment of the foreign investors, in the performance of that agreement. A request for compensation for the losses caused by the State of Kuwait has been submitted to the tribunal.

A group of external consultants has been engaged to assess the economic compensation to which the claimants are entitled. The definitive outcome of this assessment will become known in the phase to submit and take evidence of the arbitration. The tribunal rejected the injunctive measures requested by the parties.

- On 12 May 2017, **Judlau Contracting Inc.** (a US company fully owned by Obrascon Huarte Lain, S.A. through OHL USA Inc.) received a statement of claim from Welsbach Electric Corp. claiming from Judlau Contracting Inc. an amount initially estimated at USD 39.7 million (EUR 34,827 thousand). Welsbach Electric Corp. brought this claim as subcontractor of Judlau Contracting Inc. in the **"Construction of Part of Second Avenue Subway Route 132ª 72nd Street Station, Finishes, Mechanical, Electrical and Plumbing Systems, Ancillary Buildings and Entrances in the Borough of Manhattan "B" Division"** project. The litigation is being conducted at the courts of the city of New York (US).

- On 13 December 2017, Samsung C&T Corporation, Obrascon Huarte Lain, S.A. and Qatar Building Company filed a request for arbitration at the International Chamber of Commerce against Qatar Railways Company. The claim arose from the **"Design & Build Package 5 - Major Stations - Doha Metro Project"** agreement. OHL holds a 30% ownership interest in the construction joint venture. The joint venture claims an amount initially estimated at QAR 1,500 million (EUR 341.0 million).

Industrial

- **Cogeneración Complejo Pajaritos, SAPI de CV (SAPI)**, a company 50% owned by OHL Industrial, S.L.U. and Sener Ingeniería y Sistemas, S.A. de C.V., filed at the International Chamber of Commerce (ICC) in Mexico, a request for arbitration against **CYDSA S.A.B de C.V (CYDSA)** in relation to the performance of the **Coatzacoalcos II combined heat and power plant** project. The defendant, in turn, submitted an initial counterclaim. Once the respective lists of claims had been submitted by the two parties, the amounts claimed were specified. SAPI specified its initial application, requesting confirmation of the legality of the termination of the construction contract and the payment of USD 6.6 million (EUR 5.36 million) for invoices not paid by CYDSA. The latter submitted a counterclaim against SAPI, claiming a total amount of approximately USD 162 million (EUR 130.5 million) for various items.

  These arbitration proceedings are expected to conclude in 2019.

- **OHL Industrial, S.L.U.** filed a claim at the International Chamber of Commerce (ICC) of New York against **Energía Limpia de Guatemala, S.A. (ELGUA)** for a final total of USD 19.8 million (EUR 10.5 million) for costs incurred and a 455-day overrun of the deadline in the **Xacbal Delta Hydroelectric Facility** project, arising from access being blocked by indigenous communities and problems caused by the geological conditions of the land and changes in the location of certain key construction items.

  Also, ELGUA submitted a counterclaim for USD 27.0 million in connection with penalties (EUR 23.7 million).

The resolution of the arbitration proceedings is expected in 2018.

In addition to the aforementioned litigation in which each division is involved, the Group is involved in other minor lawsuits arising from the ordinary course of its operations, none of which are for a significant individual amount.

The Group has recognised sufficient provisions for the purpose of meeting any adverse economic effects that might arise.

The Parent's directors do not expect any significant additional liabilities to arise in connection with the litigation in progress that might affect the consolidated financial statements as at 31 December 2017.

4.6.2.6 OHL México - Investigations

The current status of the various litigation and investigations initiated concerning OHL México, S.A.B de C.V. ("OHL México") and its subsidiaries can be summarised as follows:

1) **Litigation relating to Concesionaria Mexiquense, S.A. de C.V ("ConMex"):** on 20 November 2015, ConMex, as an interested third party, was informed of a claim for protection brought by Tecnología Aplicada Infraiber, S.A. ("Infraiber") against Sistema de Autopistas, Aeropuertos, Servicios Conexos y Auxiliares del Estado de México (SAASCAEM), claiming the invalidity of the Sixth Amendment to the Concession Arrangement and the effectiveness of the provision in Infraiber's favour in the Fifth Amendment thereto.

   Although at the date of these consolidated financial statements no ruling has been handed down in relation to the matters at issue, based on the actions taken in the court proceeding and the legal opinions of its external advisers, the Group considers that no significant effects should arise as a result of the final decision handed down in relation to the litigation initiated, in which the OHL México Group companies are not involved.

   Official internal investigations launched by the Mexican Government (State Comptroller): The State Comptroller is conducting an internal investigation into the activities of SAASCAEM in relation to the awards of certain concessions. Neither OHL México nor its subsidiaries are the subject of the investigation. At the reporting date, the Parent is not aware of whether the aforementioned investigation has officially come to an end. Although the Group cannot foresee the final outcome of this investigation, in which none of the companies that form part of the OHL México Group are involved, it considers that the final outcome thereof should not give rise to adverse economic effects.

2) **Official internal investigations opened by the Secretariat of the Civil Service of the Government of the Republic of Mexico:** the Secretariat of the Mexican Civil Service is conducting an investigation into the Secretariat of Communications and Transport (SCT) in relation to the award procedure and execution of the concession arrangement for the Amozoc-Perote toll road and the Atizapán-Atlacomulco toll road. Neither OHL México nor its subsidiaries are the subject of the investigation.

   Although the Group cannot foresee the final outcome of these investigations, it considers that the final outcome thereof, in which the OHL México Group companies are not involved, should not give rise to adverse economic effects.

3) **Official investigations initiated by the Mexican National Banking and Securities Commission (CNBV):** on 23 October 2015 various official letters were received notifying OHL México, S.A.B de C.V., Organización de Proyectos de Infraestructuras, S.A.P.I. de C.V. (OPI), Concesionaria Mexiquense, S.A. de C.V. and certain employees and former employees thereof of the possible commission of various violations relating mainly to:

- The accounting treatment under IFRSs of guaranteed minimum revenue concession arrangements.
- The lack of information disclosed to the market on the existence of certain deviations in toll road traffic.
- The recognition of certain transactions without adequate supporting information.
- Related party transactions.

As a result of these investigations, the CNBV declared the inexistence of any prosecutable actions pursuant to criminal law, but, since it also declared the existence of certain administrative inaccuracies, imposed penalties of MXN 71.7 million (EUR 3.7 million) on various Mexican subsidiaries in 2016.

On 17 February 2017, a document was submitted to the CNBV informing it of the manner in which the investment in concessions and the return on them would be recognised, taking into account the economic nature thereof and the terms and conditions established in the concession arrangements and the laws applicable thereto, pursuant to IFRIC 12.

On 21 February 2017, the Commission acknowledged receipt of the monitoring document; however, at the reporting date, no additional communication had been issued by the CNBV on this matter.

With respect to the recognition of the guaranteed minimum revenue in the consolidated financial statements of the OHL Group, taking into account all the aforementioned matters (i.e. unqualified auditor's reports by Deloitte, specific reports from the other leading global audit firms concurring with OHL's interpretation, and the response to the CNMV's request), the OHL Group continues to apply the same accounting treatment used in the consolidated financial statements for 2016. This investment forms part of the Group's discontinued operations, which must be taken into consideration when reading the consolidated financial statements.

4.7.- 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 January 2016 implements the disclosure obligation provided for in Additional Provision Three of the aforementioned law. This resolution repeals the immediately preceding resolution of 29 December 2010, which was based on the previous wording of Additional Provision Three of Law 15/2010, of 5 July.

The disclosures on the average period of payment, ratios of transactions settled and transactions not yet settled, and total payments made and outstanding at 31 December 2017 and 2016 are as follows:

	Days	
	2017	2016
Average period of payment to suppliers	60	58
Ratio of transactions settled	59	56
Ratio of transactions not yet settled	65	64

	Thousands of euros	
	2017	2016
Total payments made	526,145	608,571
Total payments outstanding	166,117	198,254

The average period of payment excluding transactions with Group companies is calculated as the quotient whose numerator is the sum of the ratio of transactions settled multiplied by the total amount of the payments made plus the sum of the ratio of transactions not yet settled multiplied by the total amount of outstanding payments, and whose denominator is the result of adding the total amount of the payments made to the total amount of the outstanding payments.

The ratio of transactions settled is the sum of the products of the amount of each transaction multiplied by the number of days elapsed until payment, divided by the total amount of the payments made.

The ratio of transactions not yet settled is the sum of the products of the amount of each transaction not yet settled multiplied by the number of days until the last day of the year, divided by the total amount of the aforementioned payments.

The information furnished relates exclusively to the fully consolidated Spanish Group companies.

The companies which, taken separately, slightly exceed the legal limit of the ratio of transactions not yet settled are taking measures to comply therewith.

4.8.- Remuneration of directors and senior executives

Remuneration of the Board of Directors

The remuneration of the Board of Directors is regulated by Article 24 of the bylaws and the Directors' Remuneration Policy approved, as established in Article 529 novodecies of the Spanish Limited Liability Companies Law, by the shareholders at the Annual General Meeting held on 9 May 2017, for 2017 and the following three years and which established annual fixed remuneration for the directors, in their capacity as directors, for attendance at meetings of SIX HUNDRED THOUSAND EUROS (EUR 600,000), with the distribution criteria that the Board of Directors itself approved and which it set for distribution among the independent non-executive directors. In 2017, as in prior years, the non-executive directors did not receive any kind of variable remuneration or benefits. This fixed remuneration is compatible with, and independent from, remuneration, termination benefits, pensions and compensation of any kind received by those members of the Board of Directors as a result of the employment relationship with or the rendering of services to the Parent.

The Board of Directors of the Parent, on this same date, prepared the Annual Report on Directors' Remuneration, as established in Article 541 of the Spanish Limited Liability Companies Law, with an individualised breakdown of all items earned in 2017 by each director. Following is an individualised detail of the remuneration earned by each director in his or her capacity as such in 2017, excluding the remuneration earned for executive functions subsequently disclosed:

	Individual remuneration of the directors in their capacity as directors (in euros)
Juan Villar-Mir de Fuentes (Non-Executive Proprietary)	-
Silvia Villar-Mir de Fuentes (Non-Executive Proprietary)	-
Juan Luis Osuna Gómez (1) (Executive)	-
José Luis Díez García (Non-Executive Independent)	129,000
Mónica de Oriol e Icaza (Non-Executive Independent)	123,000
Reyes Calderón Cuadrado (Non-Executive Independent)	132,000
Manuel Garrido Ruano (Non-Executive Independent)	-
Juan José Nieto Bueso (Non-Executive Independent)	123,000
Juan Antonio Santamera Sánchez (Non-Executive Proprietary)	-
Ignacio Moreno Sánchez (Non-Executive Independent)	93,000
Álvaro Villar-Mir de Fuentes (Non-Executive Proprietary)	-
Javier Goñi del Cacho (Non-Executive Proprietary)	-
Tomás García Madrid (2) (Executive)	-
TOTAL	600,000

(1) Appointed 25 October 2017

(2) Resigned 25 October 2017

In 2017 the executive directors earned total remuneration of EUR 12,365 thousand for the performance of their executive duties (2016: EUR 6,263 thousand), including the amount earned by the then CEO of the Parent until 25 October 2017, Tomás García Madrid, as express economic compensation for post-contractual non-competition amounting to EUR 6,022 thousand, EUR 11 thousand (2016: EUR 12 thousand) for other benefits relating to life insurance policies and EUR 283 thousand in employee welfare plan contributions (2016: EUR 132 thousand).

No advances or loans have been granted to the Board members.

Remuneration of senior executives

The remuneration earned by the Company's senior executives in 2017 -excluding those who are also members of the Board of Directors (whose remuneration is detailed above)- amounted to EUR 8,208 thousand (2016: EUR 4,239 thousand), of which EUR 1,904 thousand correspond to variable remuneration (2016: EUR 1,575 thousand).

No advances or loans have been granted to the Parent's senior executives.

Conflicts of interest

At 31 December 2017, none of the directors had notified the Board of Directors of any direct or indirect conflict of interest that they or persons related to them might have had with respect to the Parent in 2017.

4.9.- Fees paid to auditors

The detail of the fees for financial audit and other services provided by the auditors, or by other companies related to the auditors, of the companies comprising the Group's continuing operations in 2017 and 2016 is as follows:

	Thousands of euros					
	Principal auditor		Other auditors		Total	
	2017	2016	2017	2016	2017	2016
Financial audit services	1,336	1,604	640	1,001	1,976	2,605
Other attest services	222	83	9	18	231	101
Total audit and related services	**1,558**	**1,687**	**649**	**1,019**	**2,207**	**2,706**
Tax counselling services	124	314	43	147	167	461
Other services	656	460	34	32	690	492
Total professional services	**780**	**774**	**77**	**179**	**857**	**953**
Total	**2,338**	**2,461**	**726**	**1,198**	**3,064**	**3,659**

The detail of the fees for financial audit and other services provided by the auditors, or by other companies related to the auditors, of the companies comprising the Group's discontinued operations in 2017 and 2016 is as follows:

	Thousands of euros					
	Principal auditor		Other auditors		Total	
	2017	2016	2017	2016	2017	2016
Financial audit services	690	603	49	30	739	633
Other attest services	109	207	1	-	110	207
Total audit and related services	**799**	**810**	**50**	**30**	**849**	**840**
Tax counselling services	84	122	6	-	90	122
Other services	26	11	-	4	26	15
Total professional services	**110**	**133**	**6**	**4**	**116**	**137**
Total	**909**	**943**	**56**	**34**	**965**	**977**

"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 consultancy or independent third-party services.

5.- EVENTS AFTER THE REPORTING PERIOD

The shareholders at the Extraordinary General Meeting Held on 9 January 2018 resolved to reduce the Parent's share capital by EUR 7,326,425.40 by retiring 12,210,709 treasury shares of EUR 0.60 par value each, representing a total of 4.087% of the share capital. Consequently, following the capital reduction the share capital shall amount to EUR 171,928,973.40, represented by 286,548,289 shares of EUR 0.60 par value each.

The capital reduction approved by the shareholders at the Extraordinary General Meeting was recorded in a public deed and filed at the Madrid Mercantile Registry on 6 February 2018.

The shareholders at the aforementioned Extraordinary General Meeting also resolved to approve the transfer of shares representing all the share capital of OHL Concesiones, S.A.U. to Global Infraco Spain, S.L.U. (a company controlled by IFM Investors Pty Ltd.) in connection with the sale agreement entered into by Obrascón Huarte Lain, S.A., OHL Concesiones, S.A.U. and Global Infraco Spain, S.L.U. on 30 November 2017.

The shareholders also resolved to modify the Parent's Directors' Remuneration Policy in force, bringing it in line with the provisions of Article 529 novodecies of the Spanish Limited Liability Companies Law, and to grant extraordinary remuneration of EUR 18 million to the CEO Juan Osuna Gómez for his work and leadership in the process of selling OHL Concesiones, S.A.U.

6.- EXPLANATION ADDED FOR TRANSLATION TO ENGLISH

These consolidated financial statements are presented on the basis of the regulatory financial reporting framework applicable to the Group in Spain (see Note 2.1.). Certain accounting practices applied by the Group that conform with that regulatory framework may not conform with other generally accepted accounting principles and rules.

APPENDIX I
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the most significant companies included in the scope of consolidation at 31 December 2017

Subsidiaries (fully consolidated)

COMPANIES WITH REGISTERED OFFICE IN SPAIN

Concessions (*)

(1) Euroconcesiones, S.L.
(1) Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.
(1) Magenta Infraestructuras, S.L.U.
(1) OHL Concesiones, S.A.
(1) OHL Emisiones, S.A.U.
(1) Pachira, S.L.
(1) Terminal de Contenedores de Tenerife, S.A.
(1) Terminal Polivalente Sureste, S.L.
(1) Terminales Marítimas del Sureste, S.A.
(1) Tráfico y Transporte Sistemas, S.A.U.

Construction

(1) Agrupación Guinovart Obras y Servicios Hispania, S.A.
(1) Asfaltos y Construcciones Elsan, S.A.
(1) Construcciones Adolfo Sobrino, S.A.
(1) EyM Instalaciones, S.A.
(1) Obrascón Huarte Lain, Construcción Internacional, S.L.
n/a Posmar Inversiones 2008, S.L.
n/a Puente Logístico Mediterráneo, S.A.
(1) S.A. Trabajos y Obras
(1) Sociedad Concesionaria Aguas de Navarra, S.A.

COMPANIES WITH REGISTERED OFFICE ABROAD

Concessions (*)

(1) 0606 Investments S.a r.l.
(1) Autopista del Norte, S.A.C.
(2) Autopista Río Magdalena, S.A.S.
(1) Autopista Urbana Norte, S.A. de C.V.
(1) Autovías Concesionadas OHL, S.A. de C.V.
(1) Concesionaria AT - AT, S.A. de C.V.
(1) Concesionaria Mexiquense, S.A. de C.V.
(1) Construcciones Amozoc Perote, S.A. de C.V.
(1) Grupo Autopistas Nacionales, S.A.
(1) Latina México, S.A. de C.V.
(2) OHL Concesiones Argentina, S.A.
(1) OHL Concesiones Chile, S.A.
(2) OHL Concesiones Colombia, S.A.S.
(1) OHL Concesiones Perú, S.A.
n/a OHL Concessoes Brasil Ltda.
n/a OHL Infrastructures. Inc.
(1) OHL Investments, S.A.
(1) OHL México, S.A.B. de C.V.
(1) OHL Toluca, S.A. de C.V.
(1) OPCEM, S.A.P.I. de C.V.
(1) Operaciones Cerro Valparaíso, SpA
(1) Operaciones Portuarias Valparaíso, SpA
(1) Operadora Concesionaria Mexiquense, S.A. de C.V.
(1) Operadora de Carreteras, S.A.C.
(1) Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.
(1) Seconmex Administración, S.A. de C.V.
(2) Sociedad Concesionaria Nuevo Camino Nogales - Puchuncaví, S.A.
(1) Sociedad Concesionaria Puente Industrial, S.A.
(1) Terminal Cerros de Valparaíso, S.A.
n/a Tráfico y Transporte Sistemas México, S.A. de C.V.
(1) Viaducto Bicentenario, S.A. de C.V.

Construction

n/a BNS International, Inc.
n/a CAC Vero I, LLC
(2) Community Asphalt Corp.
(2) Construcciones Colombianas OHL, S.A.S.
(1) Constructora de Proyectos Viales de México, S.A. de C.V.
n/a Constructora e Inmobiliaria Huarte Ltda.
(2) Constructora TP, S.A.C.
(2) E y M Arabia, LLC
n/a Empresa Constructora Huarte San José, Ltda.
(1) EYM México Instalaciones, S.A. de C.V.
(2) Judlau Contracting, Inc.
n/a OHL Andina, S.A.
(2) OHL Arabia, LLC
(2) OHL Arellano Construction Company
(1) OHL Austral, S.A.
n/a OHL Brasil S.A.
(2) OHL Building, Inc.
(2) OHL Central Europe, a.s.
(2) OHL Colombia, S.A.S.
n/a OHL Construction Canada, Inc.
(2) OHL Construction India Private Limited
n/a OHL Construction Pacific Pty. Ltd
n/a OHL Finance, S.à.r.l.
(1) OHL Health Montreal (Holding) Inc.
(1) OHL Health Montreal (Partner) Inc.
(1) OHL Ireland Construction and Engineering Limited
(2) OHL Sverige AB
n/a OHL Uruguay, S.A.
(2) OHL USA, Inc.
(2) OHL ZS d.o.o. Banja Luka
n/a OHL ZS MO, S.R.L.
(2) OHL ZS Polska, S.Z.o.o.
(1) OHL ZS SK
(1) OHL ZS, a.s.
(1) Premol, S.A. de C.V.
n/a Sawgrass Rock Quarry, Inc.
(1) Sociedad Concesionaria Centro de Justicia de Santiago, S.A.
(1) Sociedad de Obras Civiles e Infraestructuras Viales, S.A. de C.V.
(2) Tomi Remont, a.s.
(2) ZPSV Caña, a.s.
(2) ZPSV Eood, a.s.
(1) ZPSV, a.s.
(1) ZS Bratislava, a.s.

(1) Audited by the principal auditor
(2) Audited by other auditors
n/a Unaudited company
(*) Discontinued operations

APPENDIX I
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the most significant companies included in the scope of consolidation at 31 December 2017

Subsidiaries (fully consolidated)

COMPANIES WITH REGISTERED OFFICE IN SPAIN

Industrial

(1) Catalana de Seguretat i Comunicacións, S.L.
(1) Chemtrol Proyectos y Sistemas, S.L.
n/a Comercial de Materiales de Incendios, S.L.
(1) Ecolaire España, S.A.
(1) OHL Industrial Mining & Cement, S.A.
(1) OHL Industrial, S.L.

Services

n/a Gizatzen, S.A.
(1) OHL Servicios-Ingesan, S.A.U.

Other

(1) Avalora Tecnologías de la Información, S.A.
(2) Marina Urola, S.A.
n/a Tenedora de Participaciones Tecnológicas, S.A.

Development

n/a Obrascon Huarte Lain, Desarrollos, S.L.

COMPANIES WITH REGISTERED OFFICE ABROAD

Industrial

(1) Cogeneración Complejo Pajaritos, S.A.P.I. de C.V.
n/a Consorcio Instalaciones Mecánicas Hospital Dr. Gustavo Fricke SpA
(1) Estación Rebombeo Degollado, S.A.P.I. de C.V.
(1) Hidro Parsifal, S.A. de C.V.
(1) Hidrógeno Cadereyta, S.A.P.I. de C.V.
(1) IEPI México, S.A. de C.V.
(1) OHL Industrial and Partners, LLC
n/a OHL Industrial Brasil, Ltda.
(1) OHL Industrial Chile, S.A.
n/a OHL Industrial Colombia, S.A.S.
(1) OHL Industrial Delegación Guatemala, S.A.
n/a OHL Industrial Honduras S. de R.L.
(2) OHL Industrial Perú, S.A.C.
(1) Sthim Maquinaria de México, S.A. de C.V.

Services

n/a Ingesan Chile, SpA
(1) Ingesan Servicios Administrativos México, S.A. de C.V.
(1) Ingesan Servicios México S.A. de C.V.
(1) Ingesan Servicios Profesionales México, S.A. de C.V.

Other

n/a Elsengrund Bau, GmbH

Development

(1) Constructora Mayaluum Servicios, S.A. de C.V.
(1) Constructora Mayaluum, S.A. de C.V.
(1) Controladora L 4 - 5 Mayakoba, S.A. de C.V.
(1) Desarrollo Vivienda MK1, S.A.P.I. de C.V.
(1) Gastronómica Santa Fé, S.A. de C.V.
(1) Huaribe, S.A. de C.V.
(1) Huaribe Servicios, S.A. de C.V.
(1) La Ceiba en Ciudad de Mayakoba, S.A.P.I. de C.V.
(1) L 6 Hotel Mayakoba, S. de R.L. de C.V.
(1) Lotes 4-5 Hotel Mayakoba, S.A. de C.V.
(1) Marina Mayakoba, S.A. de C.V.
(1) MKB Real Estate, S.A. de C.V.
(1) OHLDM, S.A. de C.V.
(1) Playa 4 - 5 Mayakoba, S.A. de C.V.
(1) Villas de Mayakoba, S.A. de C.V.
(1) Viveros de Mayakoba, S.A. de C.V.

(1) Audited by the principal auditor
(2) Audited by other auditors
n/a Unaudited company

APPENDIX I
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the most significant companies included in the scope of consolidation at 31 December 2017

Joint ventures and associates (accounted for using the equity method)

COMPANIES WITH REGISTERED OFFICE IN SPAIN

Concessions (*)

(1) Sestibalsa Alicante, S.A., de Gestión de Estibadores Portuarios

Construction

n/a Navarra Gestión del Agua, S.A.
(1) Nuevo Hospital de Burgos, S.A.
n/a Nuevo Hospital de Toledo, S.A.

Industrial

(1) Arenales Solar PS, S.L.

Other

(2) Nova Dársena Esportiva de Bara, S.A.

Development

n/a Alse Park, S.L.
n/a Espacio-OHLD Proyectos Singulares, S.L.
(1) Proyecto Canalejas Group, S.L.

COMPANIES WITH REGISTERED OFFICE ABROAD

Concessions (*)

(1) Admra. Mexiquense del Aeropuerto Intl. de Toluca, S.A. de C.V.
(1) Constructora Libramiento Elevado de Puebla, S.A. de C.V.
(1) Controladora Vía Rápida Poetas, S.A.P.I. de C.V.
(1) Coordinadora Vía Rápida Poniente, S.A.P.I. de C.V.
(1) Libramiento Elevado de Puebla, S.A. de C.V.
(2) Operadora AVO, S.A.
(1) Operadora Libramiento Elevado Puebla, S.A. de C.V.
(1) Operadora Vía Rápida Poetas, S.A.P.I. de C.V.
(1) Prestadora de Servicios Vía Rápida Poniente, S.A.P.I. de C.V.
(1) Servicios Administrativos Mexiquenses del Aeropuerto Internacional de
(2) Sociedad Concesionaria Vespucio Oriente, S.A.

Construction

(2) Health Montreal Collective CJV L.P.
(1) Health Montreal Collective Limited Partnership
(2) Obalovna Boskovice, s.r.o.
n/a OHL Construction Canada and FCC Canada Limited Partnership
n/a OHL-FCC North Tunnels Canada INC
n/a Prestadora de Servicios PLSV, S.A. de C.V.
n/a Servicios Administrativos TMT, S.A. de C.V.

Industrial

(1) Proyecto CCC Empalme I, S.A.P.I. de C.V.
(2) Refinería Madero Tamaulipas, S.A.P.I. de C.V.

Other

Development

n/a 57 Whitehall Holdings Limited
n/a 57 Whitehall Holdings S.A.R.L.
(1) FHP Villas Lote 2, S.A. de C.V.
(1) Fideicomiso Desarrollo OV CIB/2185
(1) Novaterra Caribe, S.A.P.I. de C.V.
n/a Westminster Development Services Limited

APPENDIX II
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Identification of the most significant companies composing the consolidated Group at 31 December 2017

COMPANY	REGISTERED OFFICE	MAIN LINE OF BUSINESS
Concessions (*)		
0606 Investments S.a.r.l.	15, Rue Edward Steichen, L-2540, Luxembourg	Issue of shares and of debt instruments of any kind
Admra. Mexiquense del Aeropuerto Intl. de Toluca, S.A. de C.V.	Aeropuerto Internacional Ciudad de Toluca, C.P. 50226 San Pedro Totoltepec, Estado de México, Mexico	Construction and operation of Toluca Airport (Mexico)
Autopista del Norte, S.A.C.	Avda. 28 de Julio. no. 150 (Piso 4 oficina 401) Lima- Lima, Miraflores	Road construction and operation
Autopista Rio Magdalena, S.A.S.	C/CR17 93 09 OF 703 704, Bogotá D.C. Colombia	Toll road concession, Magdalena River, Colombia
Autopista Urbana Norte, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road construction and operation
Autovías Concesionadas OHL, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road construction and operation
Concesionaria AT - AT, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road construction, operation and maintenance in Mexico
Concesionaria Mexiquense, S.A. de C.V.	Autopista Circuito Exterior Mexiquense Km 39 Caseta T-2, Col. San Cristóbal, 55024 Ecatepec de Morelos, Mexico.	Concession and operation of the Mexico City outer ring road
Construcciones Amozoc Perote, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road construction, operation and maintenance in Mexico
Constructora Libramiento Elevado de Puebla, S.A. de C.V.	Lateral de la autopista México-Toluca no. 1235, Piso 3, oficina 302, Colonia Santa Fe Cuajimalpa, Delegación Cuajimalpa,	Road maintenance and repair
Controladora Vía Rápida Poetas, S.A.P.I. de C.V.	Avda. Santa Fe 495, Piso 8, Cruz Manca, Mexico City 05349	Road construction and operation
Coordinadora Vía Rápida Poniente, S.A.P.I. de C.V.	Avda. Santa Fe 495, Piso 8, Cruz Manca, Mexico City 05349	Road maintenance and repair
Euroconcesiones, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of concessions
Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Concession and operation of M-45 road (Madrid)
Grupo Autopistas Nacionales, S.A.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road construction, operation and maintenance in Mexico
Latina México S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Road maintenance and repair
Libramiento Elevado de Puebla, S.A. de C.V.	Lateral de la autopista México-Toluca no. 1235, Piso 3, oficina 302, Colonia Santa Fe Cuajimalpa, Delegación Cuajimalpa,	Road construction, operation and maintenance in Mexico
Magenta Infraestructura, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of concessions
OHL Concesiones Argentina, S.A.	CL/ Avenida Córdoba 632 - Piso 7, C1054AA5, Ciudad Autónoma Buenos Aires	Operation of concessions
OHL Concesiones Chile, S.A.	C/ Cerro El Plomo, no. 5855 Piso 16. Las Condes Oficina 1607 y 1608 (Santiago de Chile)	Operation of concessions
OHL Concesiones Colombia, S.A.S.	C/CR17 93 09 OF 703 704, Bogotá D.C. Colombia	Operation of concessions
OHL Concesiones Perú, S.A.	Avda. 28 de Julio. no. 150 (Piso 4 oficina 401) Lima- Lima, Miraflores	Operation of concessions
OHL Concesiones, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of concessions
OHL Concessoes Brasil Ltda	Avda. Angélica 2,491, Planta 19, Conj. 192.01227-200 São Paulo	Operation of concessions
OHL Emisiones, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Issue of shares and of debt instruments of any kind
OHL Infrastructures. Inc.	555 Theodore Fremd Ave, Suite B 201 RYE. 10580 New York	Financial studies
OHL Investments, S.A.	15, Rue Edward Steichen, L-2540, Luxembourg	Issue of shares and of debt instruments of any kind
OHL México, S.A.B. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 22, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
OHL Toluca, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
OPCEM, S.A.P.I. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
Operaciones Cerro Valparaíso, SpA	CL/ Avenida Errazuriz 755 Oficina708-B, Valparaíso. Chile	Operation of concessions
Operaciones Portuarias Valparaiso, SpA	Avda. Errazuriz 755 Oficina 708-B. Valparaíso. Chile	Operation of concessions
Operadora AVO, S.A.	C/ Presidente Riesco no. 5711, OF. 802, Las Condes, 001 Santiago de Chile	Operation of concessions
Operadora Concesionaria Mexiquense, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
Operadora de Carreteras, S.A.C.	Avda. del Pacífico no. 360 Urb. Buenos Aires Ancash - Santa - Nuevo Chimbote, Peru	Operation of concessions
Operadora Libramiento Elevado Puebla, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
Operadora Vía Rápida Poetas, S.A.P.I. de C.V.	Avda. Santa Fe 495, Piso 8, Cruz Manca, Mexico City 05349	Operation of concessions
Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
Pachira, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of concessions
Prestadora de Servicios Vía Rápida Poniente, S.A.P.I. de C.V.	Avda. Santa Fe 495, Piso 8, Cruz Manca, Mexico City 05349	Operation of concessions
Seconmex Administración, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Operation of concessions
Sestibalsa Alicante, S.A., de Gestión de Estibadores Portuarios	C/ Muelle de Poniente, 11. 03003 Alicante	Operation of ports and canals
Sociedad Concesionaria Nuevo Camino Nogales - Puchuncaví, S.A.	C/ Cerro El Plomo, no. 5855 Oficina 1607.001. Las Condes (Santiago de Chile)	Operation of concessions
Sociedad Concesionaria Puente Industrial, S.A.	C/ Cerro El Plomo, no. 5855 Piso 16. Las Condes Oficina 1607 y 1608 (Santiago de Chile)	Construction and operation of toll road in Chile
Sociedad Concesionaria Vespucio Oriente, S.A.	C/ Presidente Riesco no. 5711, OF. 802, Las Condes, 001 Santiago de Chile	Operation of concessions
Terminal Cerros de Valparaíso, S.A.	Avda. Errazuriz 755 Oficina 708-B. Valparaíso. Chile	Operation of concessions
Terminal de Contenedores de Tenerife, S.A.	Nueva Terminal del Dique del Este Vía de Servicio, s/n 38180. S.C.T.	Loading and unloading of vessels
Terminal Polivalente Sureste, S.L.	Av/ Prolongación Sur Puerto de Alicante, muelle 23 (Buzón 41) 03008 Alicante	Port terminal operation
Terminales Marítimas del Sureste, S.A.	Av/ Prolongación Sur Puerto de Alicante, muelle 23 (Buzón 41) 03008 Alicante	Port terminal operation
Tráfico y Transporte Sistemas, S.A.U.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Research and development of new technologies
Viaducto Bicentenario, S.A. de C.V.	C/ 4 no. 25, Local 2 and C. Col Industrial Alce Blanco Municipio Naucalpan de Juárez, 53370	Road construction and operation

(*) Discontinued Operations

APPENDIX II
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Identification of the most significant companies composing the consolidated Group at 31 December 2017

COMPANY	REGISTERED OFFICE	MAIN LINE OF BUSINESS
Construction		
Agrupación Guinovart Obras y Servicios Hispania, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction
Asfaltos y Construcciones Elsan, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Infrastructure and urban services
BNS International, Inc.	9675 N.W. 117 th Avenue, Suite 108, Miami, FL, 33178 US	Construction
CAC Vero I, LLC	9675 N.W. 117 th Avenue, Suite 108, Miami, FL, 33178 US	Construction
Community Asphalt Corp.	9675 N.W. 117 th Avenue, Suite 108, Miami, FL, 33178 US	Construction
Consorcio Conpax OHL-VALKO, S.A.	Palacio Riesco No. 4583, Comuna De Huechuraba, Santiago de Chile	Construction
Construcciones Adolfo Sobrino, S.A.	Gran Via de Don Diego López de Haro, 33 - 4º 48009 Bilbao	Construction
Construcciones Colombianas OHL, S.A.S.	Cra. 17 No. 93-09 Piso 8 Edificio Ecotower (Colombia)	Construction
Constructora de Proyectos Viales de México, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 22, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Construction
Constructora e Inmobiliaria Huarte Ltda.	C/ Cerro El Plomo, no. 5855 Piso 15. Las Condes (Santiago de Chile)	Construction
Constructora TP, S.A.C.	Av. 28 de Julio, no. 150, piso 7, Miraflores - Lima, Peru	Construction
E y M Arabia, LLC	Sultan Road (North) // Ahmed Al-Hamoody St (Al Naeem District 4) - Building 8, 4th floor - Jeddah. Saudi Arabia	Construction
Empresa Constructora Huarte San José, Ltda.	C/ Cerro El Plomo, no. 5855 Piso 15. Las Condes (Santiago de Chile)	Construction
EyM Instalaciones, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction
EYM México Instalaciones, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 25, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Construction
Health Montreal Collective CJV L.P.	810 St-Antoine str East. Montreal, H2Y 1A6. Quebec. Canada	Construction
Health Montreal Collective Limited Partnership	1440 St Catherine West, Suite 500 Montreal, Quebec H3G1R8	Construction
Judlau Contracting, Inc.	26-15 Umer Street, Collage Point, NY 11354	Construction
Navarra Gestión del Agua, S.A.	Camino Labiano, no. 45, 1ª derecha (31192 - Mutilva) Navarre	Construction
Nuevo Hospital de Burgos, S.A.	C/ Islas Baleares, s/n 09006 Burgos	Construction and operation of new Burgos hospital
Nuevo Hospital de Toledo, S.A.	Avda. de Europa 24 Bajo 45003 Toledo	Construction
Obalovna Boskovice, s.r.o.	Rovná 2146, 680 01 Boskovice. Brno	Construction
Obrascón Huarte Lain, Construcción Internacional, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction and operation
OHL Andina, S.A.	C/ Cerro El Plomo, no. 5855 Piso 15. Las Condes (Santiago de Chile)	Construction
OHL Arabia, LLC	Jameel Squire - Tahlia, Po Box 8909 - Jeddah 23326 (Saudi Arabia)	Construction and maintenance
OHL Arellano Construction Company	7051 S.W. 12 th Street, Miami, FL 33144, US	Construction
OHL Austral, S.A.	C/ Cerro El Plomo, no. 5855 Piso 15. Las Condes (Santiago de Chile)	Construction
OHL Brasil, S.A.	Rua Tabapuã, 1.123 - 16º Andar. Brazil	Construction
OHL Building, Inc.	7051 S.W. 12 th Street, Miami, FL 33144, US	Construction
OHL Central Europe, a.s.	C/ Olsanska, 2643/1A, 130 80 (Prague - Czech Republic)	Construction
OHL Colombia, S.A.S.	Cra. 17 no. 93-09 Piso 8, Bogotá (Colombia)	Construction
OHL Construction Canada and FCC Canada Limited Partnership	5945 Airport Road, N.144, Mississagua. Ontario. L4V1R9	Construction
OHL Construction Canada, Inc.	1440 Ste Catherine Quest, Suite 410, Montreal, Quebec H3G1RS	Construction
OHL Construction India Private Limited	Unit 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 Finance, S.à.r.l.	14 rue Edward Steichen, L - 2540, Luxembourg	Management
OHL Health Montreal (Holding) Inc.	1440 St Catherine West, Suite 500 Montreal, Quebec H3G1R8	Construction
OHL Health Montreal (Partner) Inc.	1440 St Catherine West, Suite 500 Montreal, Quebec H3G1R8	Construction
OHL Ireland Construction and Engineering Limited	88 Harcourt Street, Dublin 2, D02 DK18. Ireland	Construction
OHL Sverige AB	C/O Baker & Mckenzie Advokatbyra KB BOX 180 101 23. Stockholm. Sweden	Construction
OHL Uruguay, S.A.	Edificio Argela, calle Rio Negro, 1354, piso 3, escritorio 16 Montevideo 11105, Uruguay	Construction
OHL USA, Inc.	26-15 Ulmer Street, College Point, NY 11354	Construction
OHL ZS MO, S.R.L.	65, Stefan cel Mare blvd, of 806, Chisinau, MD-2012, Moldova	Construction
OHL ZS Polska, S.p. z.o.o.	UL. Tarnogajska 11/13, 50-512 Wrocław	Construction
OHL ZS, a.s.	Burešova 938/17, Veveří, 602 00, Brno	Construction
OHL-FCC North Tunnels Canada INC	5945 Airport Road, N.144, Mississagua. Ontario. L4V1R9	Construction
Posmar Inversiones 2008, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction
Premol, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 22, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Construction
Puente Logístico Mediterráneo, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction
S.A. Trabajos y Obras	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction

APPENDIX II
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Identification of the most significant companies composing the consolidated Group at 31 December 2017

COMPANY	REGISTERED OFFICE	MAIN LINE OF BUSINESS
Sawgrass Rock Quarry, Inc.	9675 N.W. 117 th Avenue, Suite 108, Miami, FL, 33178 US	Construction
Servicios Administrativos TMT, S.A. de C.V.	Avda. Paseo de la Reforma, no. 383, Piso 8, Colonia Cuahtemoc, Delegación Cuauhtemoc, Mexico City 06500	Construction
Sociedad Concesionaria Aguas de Navarra, S.A.	Camino Labiano, no. 45, 1ª derecha (31.192 - Mutilva) Navarre	Operation of concessions
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	Av Manuel Rodriguez Sur 2281, Santiago de Chile	Construction
Sociedad de Obras Civiles e Infraestructuras Viales, S.A. de C.V.	Avda. Paseo de la Reforma, no. 222, Piso 22, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Construction
Tomi Remont, a.s.	C/ Premyslovka c.p. 2514/4, PSC 796 01 (Prostejov - Czech Republic)	Construction
ZPSV Caña, a.s.	C/ Osloboditel'ov 127, 044 14 (Caña - Slovak Republic)	Construction
ZPSV Eood, a.s.	9000 Varna, 45 "Al.Dyakovich" Str. Office No 40. Bulgaria	Construction
ZPSV, a.s.	C/ Trebizskeho 207, 687 24 (Uhersky Ostroh - Czech Republic)	Construction
ZS Bratislava, a.s.	Tuhovska 29 (Bratislava - Slovak Republic)	Construction
Industrial		
Arenales Solar PS, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Construction and operation of a fossil-fuel power plant
Catalana de Seguretat i Comunicacions, S.L.	C/ Laurea Miro 401, nave 8, Sant Feliu de Llobregat	Installation and maintenance of security and fire safety systems
Chemtrol Proyectos y Sistemas, S.L.	C/ Arturo Soria 343 (28033 Madrid)	Installation and maintenance of security and fire safety systems
Cogeneración Complejo Pajaritos, S.A.P.I. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Industrial engineering and maintenance at industrial plants
Comercial de Materiales de Incendios, S.L.	Pg. EL Rincón Nave 44-45, 21007 Huelva	Installation and maintenance of security and fire safety systems
Consorcio Instalaciones Mecánicas Hospital Dr. Gustavo Fricke SpA	Los Militares 6191, Piso 8. Las Condes. Santiago de Chile. Chile	Execution of HVAC projects
Ecolaire España, S.A.	C/ Arturo Soria 343 (28033 Madrid)	Design and performance of industrial engineering projects
Estación Rebombeo Degollado, S.A.P.I. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Industrial engineering for a repumping station
Hidro Parsifal, S.A. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Civil engineering construction
Hidrógeno Cadereyta, S.A.P.I. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Civil engineering construction
IEPI México, S.A. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Industrial engineering and maintenance at industrial plants
OHL Industrial and Partners, LLC	Muscat, Governorate Muscat 112	Industrial engineering and maintenance at industrial plants
OHL Industrial Brasil, Ltda.	Rua Joel Jorge de Melo, 713 - Sala 4 Itaim Bibi, CEP 04128-081, São Paulo, SP, Brazil	Industrial engineering and maintenance at industrial plants
OHL Industrial Chile, S.A.	Los Militares 6191, Piso 8. Las Condes. Santiago de Chile. Chile	Engineering works, technical advisory services, water treatment and
OHL Industrial Colombia, S.A.S.	Cra 17 No. 93-09 Oficina 702. Edificio Ecotower	Industrial engineering and maintenance at industrial plants
OHL Industrial Delegación Guatemala, S.A.	13 Calle 3-40 zona 10 Edificio Atlantis nivel 13, oficina 1304	Industrial engineering and maintenance at industrial plants
OHL Industrial Mining & Cement, S.A.	C/ Arturo Soria 343 (28033 Madrid)	Industrial engineering and maintenance at industrial plants
OHL Industrial Perú, S.A.C.	Av. 28 de Julio, no. 150, piso 8, Miraflores - Lima, Peru	Construction of industrial plants in the mining and cement, oil and
OHL Industrial, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Industrial engineering and maintenance at industrial plants
Proyecto CCC Empalme I, S.A.P.I. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Development of a fossil-fuel power plant
Refinería Madero Tamaulipas, S.A.P.I. de C.V.	Juan Racine No. 112, Piso 10. Colonia Los Morales. Delegación Miguel Hidalgo. Mexico City C.P. 11510	Industrial engineering for a refinery
Sthim Maquinaria de México, S.A. de C.V.	Hamburgo 213, Piso 7, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06600	Administration consultancy services
Services		
Gizatzen, S.A.	C/Gran Vía Don Diego López de Haro, no. 33 5º 48009 Bilbao (Bizkaia)	Building maintenance and upkeep
Ingesan Chile, SpA	C/ Rosario Norte no. 100 Dpto. 804 - Las Condes. Santiago de Chile. Chile	Building maintenance and upkeep
Ingesan Servicios México S.A. de C.V.	Hamburgo 213, Piso 9, Colonia Juárez, Delegación Cuauhtemoc, Mexico City 06601	Building maintenance and upkeep
OHL Servicios-Ingesan, S.A.U.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Building maintenance and upkeep

APPENDIX II
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Identification of the most significant companies composing the consolidated Group at 31 December 2017

COMPANY	REGISTERED OFFICE	MAIN LINE OF BUSINESS
Other		
Avalora Tecnologías de la Información, S.A.	Torre Espacio, Pº de la Castellana no. 259 D, planta 7, (28046 Madrid)	New technologies
Marina Urola, S.A.	Barrio Santiago - Puerto deportivo - (Zumaia - Guipúzcoa)	Concession and operation of marina, Zumaia (Guipúzcoa)
Nova Dársena Esportiva de Bara, S.A.	C/ Puerto deportivo Roda de Bará. Edificio Capitanía, Bajos. Pº Marítimo s/n, 43883 Roda de Bara. Tarragona	Port concession and operation
Tenedora de Participaciones Tecnológicas, S.A.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	New technologies
Development		
57 Whitehall Holdings S.A.R.L.	20 Avenue Marie - Therese 2132 Luxembourg - Luxembourg	Operation, upkeep and maintenance of car parks
ALSE Park, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of hotels and leisure centres
Altos de Ciudad Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Constructora Mayaluum, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development services
Controladora L 4 - 5 Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development
Desarrollo Vivienda MK1, S.A.P.I. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Construction of housing
Espacio - OHLD Proyectos Singulares, S.L.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
FHP Villas Lote 2, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Fideicomiso Desarrollo OV CIB/2185	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Construction of housing
Gastronómica Santa Fé, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operating of shopping and leisure centres
Huaribe Servicios, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development services
Huaribe, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development services
L6 Hotel Mayakoba, S.R.L. de C.V.	Carretera Federal Chetumal-Puerto Juárez KM 298 Ent. Hotel Capitán Lafitte Playa del Carmen Solidaridad CP 77712	Operation of hotels and leisure centres
La Ceiba DCM, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77711	Real estate project development
La Ceiba en Ciudad de Mayakoba, S.A.P.I. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development
Lotes 4-5 Hotel Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Marina Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Mayakoba Country Club, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77712	Real estate project development
MKB Real Estate, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Novaterra Caribe, S.A.P.I. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Real estate project development
Obrascón Huarte Lain, Desarrollos, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Real estate project development services
Playa 4 - 5 Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Proyecto Canalejas Group, S.L.	Torre Espacio, Pº de la Castellana no. 259 D (28046 Madrid)	Operation of hotels and leisure centres
Villas de Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Operation of hotels and leisure centres
Viveros de Mayakoba, S.A. de C.V.	Carretera Federal Chetumal-Puerto Juárez Km. 298, Playa del Carmen, Solidaridad, Quintana Roo, Mexico C.P. 77710	Construction of single-family housing
Westminster Development Services Limited	33 St. James´s Square, London Executive Offices, Eo M.05 London SW1Y 4JS	Growing of indigenous plants and reforestation services

APPENDIX III
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the equity and the net cost of the investment in the main companies composing the consolidated Group at 31 December 2017

Thousands of euros

COMPANY	Ownership interest			Share capital	Uncalled capital payments payable	Reserves	Profit (Loss) for 2017	Interim dividend	Total shareholders' equity	Valuation adjustments	Total equity	Participating loans	Total equity + participating loans	Underlying carrying amount	Net cost of the investment
	Direct	Indirect	Total												
Fully consolidated companies															
Agrupación Guinovart Obras y Servicios Hispania, S.A.	100.00	-	100.00	30,050	-	72,501	4,225	-	106,776	-	106,776	-	106,776	106,776	69,056
Asfaltos y Construcciones Elsan, S.A.	100.00	-	100.00	7,603	-	(322)	1,265	-	8,546	-	8,546	5,000	13,546	13,546	13,940
Avalora Tecnologías de la Información, S.A.	-	100.00	100.00	455	-	6,312	31	-	6,798	-	6,798	-	6,798	6,798	12,407
BNS International, Inc.	-	100.00	100.00	3	-	(1,070)	(350)	-	(1,417)	-	(1,417)	-	(1,417)	(1,417)	-
CAC Vero I, LLC	-	100.00	100.00	2,918	-	534	64	-	3,516	-	3,516	-	3,516	3,516	2,918
Catalana de Seguretat i Comunicacions, S.L.	-	100.00	100.00	180	-	(7,252)	(6,277)	-	(13,349)	-	(13,349)	14,500	1,151	1,151	721
Chemtrol Proyectos y Sistemas, S.L.	-	100.00	100.00	630	-	(4,359)	(6,718)	-	(10,447)	-	(10,447)	11,000	553	553	180
Cogeneración Complejo Pajaritos, S.A.P.I. de C.V.	-	50.00	50.00	6	-	(3,439)	4,333	-	900	-	900	-	900	450	4
Comercial de Materiales de Incendios, S.L.	-	100.00	100.00	161	-	(2,406)	(844)	-	(3,089)	-	(3,089)	3,350	261	261	196
Community Asphalt Corp.	6.50	93.50	100.00	2	-	62,341	(2,157)	-	60,186	-	60,186	-	60,186	60,186	154,332
Consorcio Instalaciones Mecánicas Hospital Dr. Gustavo Fricke SpA	-	100.00	100.00	1	-	114	(1,440)	-	(1,325)	-	(1,325)	-	(1,325)	(1,325)	1
Construcciones Adolfo Sobrino, S.A.	100.00	-	100.00	1,520	-	11,894	1,819	-	15,233	-	15,233	-	15,233	15,233	18,641
Construcciones Colombianas OHL, S.A.S.	30.00	70.00	100.00	79	-	2,042	4,015	-	6,136	-	6,136	-	6,136	6,136	104
Constructora de Proyectos Viales de México, S.A. de C.V.	-	100.00	100.00	2,115	-	103,487	12,946	-	118,548	-	118,548	-	118,548	118,548	4,453
Constructora e Inmobiliaria Huarte Ltda.	89.90	10.10	100.00	705	-	(173)	(27)	-	505	-	505	-	505	505	999
Constructora Mayaluum Servicios, S.A. de C.V.	-	100.00	100.00	2	-	61	(16)	-	47	-	47	-	47	47	15
Constructora Mayaluum, S.A. de C.V.	-	100.00	100.00	3,457	-	391	24	-	3,872	-	3,872	-	3,872	3,872	3,050
Constructora TP, S.A.C.	-	100.00	100.00	2,575	-	126	353	-	3,054	-	3,054	-	3,054	3,054	5,359
Controladora L 4 - 5 Mayakoba, S.A. de C.V.	-	100.00	100.00	4,834	-	(28)	(4)	-	4,802	-	4,802	-	4,802	4,802	729
Desarrollo Vivienda MK1, S.A.P.I. de C.V.	-	100.00	100.00	7,195	-	(486)	(863)	-	5,846	-	5,846	-	5,846	5,846	13,017
E y M Arabia, LLC	-	100.00	100.00	111	-	18,006	2,110	-	20,227	-	20,227	-	20,227	20,227	102
Ecolaire España, S.A.	-	100.00	100.00	905	-	(20,296)	(626)	-	(20,017)	-	(20,017)	22,000	1,983	1,983	1,753
Empresa Constructora Huarte San José, Ltda.	95.00	5.00	100.00	18	(17)	217	(1)	-	217	-	217	-	217	217	12
Estación Rebombeo Degollado, S.A.P.I. de C.V.	-	50.00	50.00	-	-	(2,134)	142	-	(1,992)	-	(1,992)	-	(1,992)	(996)	-
EyM Instalaciones, S.A.	-	100.00	100.00	601	-	5,080	(1,604)	-	4,077	-	4,077	-	4,077	4,077	4,490
EYM México Instalaciones, S.A. de C.V.	-	100.00	100.00	13	-	(59)	346	-	300	-	300	-	300	300	14
Gastronómica Santa Fé, S.A. de C.V.	-	100.00	100.00	4,664	-	1,207	(313)	-	5,558	-	5,558	-	5,558	5,558	3,388
Gizatzen, S.A.	-	100.00	100.00	60	(45)	-	-	-	15	-	15	-	15	15	15
Hidro Parsifal, S.A. de C.V.	-	79.66	79.66	33	-	(4,080)	(280)	-	(4,327)	-	(4,327)	-	(4,327)	(3,447)	-
Hidrógeno Cadereyta, S.A.P.I. de C.V.	-	53.90	53.90	-	-	1,645	(344)	-	1,301	-	1,301	-	1,301	701	-
Huaribe, S.A. de C.V.	-	100.00	100.00	63,989	-	(39,412)	(256)	-	24,321	-	24,321	-	24,321	24,321	34,908
Huaribe Servicios, S.A. de C.V.	-	100.00	100.00	2	-	490	585	-	1,077	-	1,077	-	1,077	1,077	854
IEPI México, S.A. de C.V.	-	100.00	100.00	968	-	7,073	(335)	-	7,706	-	7,706	-	7,706	7,706	1,300
Ingesan Servicios México S.A. de C.V.	-	100.00	100.00	120	-	(587)	(800)	-	(1,267)	-	(1,267)	-	(1,267)	(1,267)	132
Josefa Valcárcel 42, S.A.	100.00	-	100.00	69	-	(963)	-	-	(894)	-	(894)	962	68	68	320
Judlau Contracting, Inc.	-	100.00	100.00	22	-	88,060	9,546	-	97,628	-	97,628	-	97,628	97,628	152,109
L 6 Hotel Mayakoba, S. de R.L. de C.V.	30.35	69.65	100.00	25,684	-	(20,984)	(74)	-	4,626	-	4,626	-	4,626	4,626	7,991
Lotes 4-5 Hotel Mayakoba, S.A. de C.V.	-	100.00	100.00	3,005	-	(8,592)	92	-	(5,495)	-	(5,495)	-	(5,495)	(5,495)	3,005
Marina Mayakoba, S.A. de C.V.	-	100.00	100.00	729	-	(133)	65	-	661	-	661	-	661	661	628
Marina Urola, S.A.	25.50	25.50	51.00	503	-	716	(14)	-	1,205	-	1,205	-	1,205	615	460
MKB Real Estate, S.A. de C.V.	-	100.00	100.00	472	-	161	216	-	849	-	849	-	849	849	1,455
Obrascón Huarte Lain, Construcción Internacional, S.L.	100.00	-	100.00	41,830	-	(6,982)	(63,226)	-	(28,378)	-	(28,378)	-	(28,378)	(28,378)	134,895
Obrascón Huarte Lain, Desarrollos, S.L.	100.00	-	100.00	80,334	-	227,980	(45,115)	-	263,199	-	263,199	-	263,199	263,199	379,136
OHL Andina, S.A.	99.00	1.00	100.00	3,153	-	22,040	(1,696)	-	23,497	-	23,497	-	23,497	23,497	3,286
OHL Arabia, LLC	95.00	5.00	100.00	111	-	25,083	(7,817)	-	17,377	-	17,377	-	17,377	17,377	105
OHL Arellano Construction Company	-	100.00	100.00	1	-	10,977	(1,809)	-	9,169	-	9,169	-	9,169	9,169	57,827
OHL Austral, S.A.	-	100.00	100.00	14,018	-	(208)	12,032	-	25,842	-	25,842	-	25,842	25,842	5,450
OHL Brasil, S.A.	1.00	99.00	100.00	325	-	(200)	(8)	-	117	-	117	-	117	117	117
OHL Building, Inc.	-	100.00	100.00	1	-	13,835	(10,549)	-	3,287	-	3,287	-	3,287	3,287	43,988
OHL Central Europe, a.s.	-	100.00	100.00	19,619	-	145,185	(119,455)	-	45,349	-	45,349	-	45,349	45,349	78,602
OHL Colombia, S.A.S.	-	100.00	100.00	104	-	629	(2,217)	-	(1,484)	-	(1,484)	-	(1,484)	(1,484)	10,537
OHL Construction Canada, Inc.	-	100.00	100.00	31,122	-	(17,211)	(28,372)	-	(14,461)	-	(14,461)	-	(14,461)	(14,461)	32,565

APPENDIX III
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the equity and the net cost of the investment in the main companies composing the consolidated Group at 31 December 2017

Thousands of euros

COMPANY	Ownership interest			Share capital	Uncalled capital payments payable	Reserves	Profit (Loss) for 2017	Interim dividend	Total shareholders' equity	Valuation adjustments	Total equity	Participating loans	Total equity + participating loans	Underlying carrying amount	Net cost of the investment
	Direct	Indirect	Total												
OHL Construction India Private Limited	1.00	99.00	100.00	487	-	(79)	(384)	-	24	-	24	-	24	24	24
OHL Construction Pacific Pty. Ltd	100.00	-	100.00	-	-	(7,371)	(2,227)	-	(9,598)	-	(9,598)	-	(9,598)	(9,598)	-
OHL Finance, S.à.r.l.	-	100.00	100.00	2,456	-	29,869	(57)	-	32,268	-	32,268	-	32,268	32,268	(410)
OHL Health Montreal (Holding) Inc.	-	100.00	100.00	-	-	(15)	(3)	-	(18)	-	(18)	-	(18)	(18)	-
OHL Health Montreal (Partner) Inc.	-	100.00	100.00	1,498	-	(15)	(5)	-	1,478	-	1,478	-	1,478	1,478	1,498
OHL Industrial and Partners, LLC	-	70.00	70.00	542	(162)	(9,086)	(9,567)	-	(18,273)	-	(18,273)	-	(18,273)	(12,791)	-
OHL Industrial Brasil, Ltda.	-	100.00	100.00	309	-	(307)	-	-	2	-	2	-	2	2	2
OHL Industrial Chile, S.A.	0.00	100.00	100.00	46,645	-	(42,957)	(2,127)	-	1,561	-	1,561	-	1,561	1,561	235
OHL Industrial Colombia, S.A.S.	-	100.00	100.00	499	-	(462)	(704)	-	(667)	-	(667)	-	(667)	(667)	-
OHL Industrial Delegación Guatemala, S.A.	-	100.00	100.00	1	-	(8,174)	(5,317)	-	(13,490)	-	(13,490)	-	(13,490)	(13,490)	-
OHL Industrial Mining & Cement, S.A.	-	100.00	100.00	1,964	-	(1,867)	890	-	987	-	987	-	987	987	6,983
OHL Industrial Perú, S.A.C.	-	100.00	100.00	4,095	-	(1,828)	70	-	2,337	-	2,337	-	2,337	2,337	2,337
OHL Industrial, S.L.	100.00	-	100.00	47,394	-	(974)	(65,643)	-	(19,223)	-	(19,223)	63,000	43,777	43,777	40,883
OHL Ireland Construction and Engineering Limited	-	100.00	100.00	-	-	-	(58)	-	(58)	-	(58)	-	(58)	(58)	-
OHL Servicios-Ingesan, S.A.U.	100.00	-	100.00	790	-	11,709	412	-	12,911	-	12,911	-	12,911	12,911	1,172
OHL Sverige AB	-	100.00	100.00	5	-	-	(467)	-	(462)	-	(462)	-	(462)	(462)	5
OHL Uruguay, S.A.	100.00	-	100.00	-	-	16	(80)	-	(64)	-	(64)	-	(64)	(64)	-
OHL USA, Inc.	-	100.00	100.00	6,254	-	346,130	3,128	-	355,512	-	355,512	-	355,512	355,512	432,606
OHL ZS MO, S.R.L.	-	98.94	98.94	-	-	(2,146)	2,134	-	(12)	-	(12)	-	(12)	(12)	-
OHL ZS Polska, S.Z.o.o.	-	98.94	98.94	12	-	203	(541)	-	(326)	-	(326)	-	(326)	(323)	-
OHL ZS, a.s.	-	98.94	98.94	33,143	(7)	30,725	(19,828)	-	44,033	(335)	43,698	-	43,698	43,235	498
Playa 4 - 5 Mayakoba, S.A. de C.V.	-	100.00	100.00	1,786	-	(5,448)	15	-	(3,647)	-	(3,647)	-	(3,647)	(3,647)	1,786
Posmar Inversiones 2008, S.L.	-	100.00	100.00	3	-	(1,236)	2	-	(1,231)	-	(1,231)	1,266	35	35	36
Premol, S.A. de C.V.	-	100.00	100.00	44	-	1,608	442	-	2,094	-	2,094	-	2,094	2,094	45
Puente Logístico Mediterráneo, S.A.	-	100.00	100.00	105	-	(1,335)	7	-	(1,223)	-	(1,223)	1,281	58	58	60
S.A. Trabajos y Obras	100.00	-	100.00	1,854	-	63,937	13,769	-	79,560	-	79,560	-	79,560	79,560	43,347
Sawgrass Rock Quarry, Inc.	-	100.00	100.00	1	-	3,008	84	-	3,093	-	3,093	-	3,093	3,093	9,589
Sociedad Concesionaria Aguas de Navarra, S.A.	65.00	-	65.00	7,370	-	2,765	(273)	-	9,862	(846)	9,016	-	9,016	5,860	4,791
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	100.00	-	100.00	14,107	-	7,853	868	-	22,828	-	22,828	-	22,828	22,828	11,245
Sociedad de Obras Civiles e Infraestructuras Viales, S.A. de C.V.	-	100.00	100.00	16,697	-	(16,675)	3,574	-	3,596	-	3,596	-	3,596	3,596	-
OHLDM, S.A. de C.V.	-	100.00	100.00	118,339	-	3	(10,634)	-	107,708	-	107,708	-	107,708	107,708	139,882
Sthim Maquinaria de México, S.A. de C.V.	-	100.00	100.00	2	(2)	(179)	1	-	(178)	-	(178)	-	(178)	(178)	-
Tenedora de Participaciones Tecnológicas, S.A.	100.00	-	100.00	601	-	(34,759)	217	-	(33,941)	-	(33,941)	38,162	4,221	4,221	4,199
Tomi Remont, a.s.	-	98.94	98.94	1,939	-	10,591	322	-	12,852	-	12,852	-	12,852	12,716	7,362
Vacua, S.A.	99.11	0.89	100.00	15,541	-	(14,901)	7	-	647	-	647	-	647	647	604
Villas de Mayakoba, S.A. de C.V.	-	100.00	100.00	2,625	-	(3,655)	3,905	-	2,875	-	2,875	-	2,875	2,875	8,835
Viveros de Mayakoba, S.A. de C.V.	-	100.00	100.00	534	-	(465)	3	-	72	-	72	-	72	72	34
ZPSV Caña, a.s.	-	57.02	57.02	3,564	-	3,450	18	-	7,032	-	7,032	-	7,032	4,010	2,021
ZPSV Eood, a.s.	-	96.75	96.75	1,802	-	(3,356)	(277)	-	(1,831)	-	(1,831)	-	(1,831)	(1,771)	-
ZPSV, a.s.	-	96.75	96.75	23,353	-	20,823	3,219	-	47,395	-	47,395	-	47,395	45,855	17,423
ZS Bratislava, a.s.	-	98.94	98.94	5,398	-	(2,044)	(2,341)	-	1,013	-	1,013	-	1,013	1,002	5,258

APPENDIX III
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the equity and the net cost of the investment in the main companies composing the consolidated Group at 31 December 2017

Thousands of euros

COMPANY	Ownership interest			Share capital	Uncalled capital payments payable	Reserves	Profit (Loss) for 2017	Interim dividend	Total shareholders' equity	Valuation adjustments	Total equity	Participating loans	Total equity + participating loans	Underlying carrying amount	Net cost of the investment
	Direct	Indirect	Total												
Companies accounted for using the equity method															
Joint ventures															
Altos de Ciudad Mayakoba, S.A. de C.V.	-	50.00	50.00	2,752	-	-	(33)	-	2,719	-	2,719	-	2,719	1,360	1,376
Consorcio Conpax OHL VALKO, S.A.	-	49.00	49.00	1,355	-	-	3,736	-	5,091	-	5,091	-	5,091	2,495	373
FHP Villas Lote 2, S.A. de C.V.	-	50.00	50.00	5,456	-	(3,177)	1,204	-	3,483	-	3,483	-	3,483	1,742	7,190
Fideicomiso Desarrollo OV CIB/2185	-	50.00	50.00	5,072	-	(345)	(460)	-	4,267	-	4,267	-	4,267	2,134	3,961
Health Montreal Collective CJV L.P.	-	50.00	50.00	1	-	(307,895)	(4,854)	-	(312,748)	-	(312,748)	433,493	120,745	60,373	216,747
La Ceiba DCM, S.A. de C.V.	-	50.00	50.00	1,479	(370)	-	(61)	-	1,048	-	1,048	-	1,048	524	555
Nova Dársena Esportiva de Bara, S.A.	-	50.00	50.00	3,731	-	(6,815)	(183)	-	(3,267)	-	(3,267)	32,006	28,739	14,370	16,003
Novaterra Caribe, S.A.P.I. de C.V.	-	50.00	50.00	5,594	-	(1,263)	4,558	-	8,889	-	8,889	-	8,889	4,445	5,223
OHL Construction Canada and Fomento de Construcciones y Contrat	-	50.00	50.00	1	-	(119,414)	(52,327)	-	(171,740)	-	(171,740)	135,243	(36,497)	(18,249)	67,622
OHL FCC North Tunnels Canadá, Inc.	-	50.00	50.00	-	-	-	(17)	-	(17)	-	(17)	17,006	16,989	8,495	8,503
Proyecto CCC Empalme I, S.A.P.I. de C.V.	-	50.00	50.00	-	-	11,984	(7,963)	-	4,021	-	4,021	-	4,021	2,011	-
Refinería Madero Tamaulipas, S.A.P.I. de C.V.	-	50.00	50.00	-	-	186	(1,857)	-	(1,671)	-	(1,671)	-	(1,671)	(836)	-
Servicios Administrativos TMT, S.A. de C.V.	-	50.00	50.00	-	-	33	43	-	76	-	76	-	76	38	-
Westminster Development Services Limited	-	50.00	50.00	11	-	161	364	-	536	-	536	-	536	268	7
Associates															
57 Whitehall Holdings S.A.R.L.	-	49.00	49.00	28	-	143,658	(224)	-	143,462	-	143,462	-	143,462	70,296	77,512
ALSE Park, S.L.	-	35.00	35.00	4,298	-	9,466	(2,097)	-	11,667	-	11,667	-	11,667	4,083	5,444
Arenales Solar PS, S.L.	-	25.02	25.02	71	-	(44,986)	(11,382)	-	(56,297)	(24,272)	(80,569)	158,110	77,541	19,401	19,401
E.M.V. Alcalá de Henares, S.A.	34.00	-	34.00	1,202	-	4,608	-	-	5,810	-	5,810	-	5,810	1,975	409
Espacio-OHLD Proyectos Singulares, S.L.	-	25.00	25.00	50	-	199	(740)	-	(491)	-	(491)	-	(491)	(123)	12
Health Montreal Collective Limited Partnership	-	25.00	25.00	5,992	-	20,323	1,840	-	28,155	-	28,155	-	28,155	7,039	1,498
Navarra Gestión del Agua, S.A.	30.00	-	30.00	60	-	277	64	-	401	-	401	-	401	120	18
Nuevo Hospital de Burgos, S.A.	20.75	-	20.75	55,033	-	(53,264)	(5,554)	-	(3,785)	-	(3,785)	-	(3,785)	(785)	11,420
Nuevo Hospital de Toledo, S.A.	33.34	-	33.34	23,803	(12,625)	162	26	-	11,366	(8,629)	2,737	-	2,737	913	3,726
Obalovna Boskovice, s.r.o.	-	44.52	44.52	1,492	-	-	218	-	1,710	-	1,710	-	1,710	761	555
Proyecto Canalejas Group, S.L.	-	17.50	17.50	71,670	-	265,825	(11)	-	337,484	-	337,484	-	337,484	59,060	46,658

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Thousands of euros

COMPANY	Ownership interest			Share capital	Uncalled capital payments payable	Reserves	Profit (Loss) for 2017	Interim dividend	Total shareholders' equity	Valuation adjustments	Total equity	Participating loans	Total equity + participating loans	Underlying carrying amount	Net cost of the investment
	Direct	Indirect	Total												
DISCONTINUED OPERATIONS															
Fully consolidated companies															
0606 Investments S.a r.l.	-	100.00	100.00	150	-	217	(6,515)	-	(6,148)	-	(6,148)	-	(6,148)	(6,148)	150
Autopista del Norte, S.A.C.	-	100.00	100.00	73,153	-	41,728	6,939	-	121,820	(1,451)	120,369	-	120,369	120,369	73,189
Autopista Rio Magdalena, S.A.S.	-	100.00	100.00	703	-	45,558	4,578	-	50,839	-	50,839	-	50,839	50,839	47,277
Autopista Urbana Norte, S.A. de C.V.	-	56.85	56.85	221,245	-	335,417	134,524	-	691,186	2,988	694,174	-	694,174	394,638	125,778
Autovías Concesionadas OHL, S.A. de C.V.	-	56.85	56.85	22,434	-	425	4,774	-	27,633	-	27,633	-	27,633	15,709	12,754
Concesionaria AT - AT, S.A. de C.V.	-	56.85	56.85	192,129	-	-	-	-	192,129	-	192,129	-	192,129	109,225	109,225
* Concesionaria Mexiquense, S.A. de C.V.	-	28.99	28.99	235,798	-	1,116,992	277,492	-	1,630,282	7,002	1,637,284	-	1,637,284	474,649	75,041
* Construcciones Amozoc Perote, S.A. de C.V.	-	39.33	39.33	2	-	530	2,502	-	3,034	-	3,034	-	3,034	1,193	43
Euroconcesiones, S.L.	-	100.00	100.00	3,641	-	366	484	-	4,491	(11,082)	(6,591)	-	(6,591)	(6,591)	3,641
Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.	-	100.00	100.00	22,697	-	17,388	5,696	-	45,781	-	45,781	-	45,781	45,781	23,075
* Grupo Autopistas Nacionales, S.A.	-	39.33	39.33	14,581	-	7,853	5,100	-	27,534	-	27,534	-	27,534	10,829	9,030
Latina México, S.A. de C.V.	-	56.85	56.85	2	-	4,395	560	-	4,957	-	4,957	-	4,957	2,818	1
Magenta Infraestructura, S.L.	-	58.73	58.73	1,175,782	-	813,374	(13,756)	-	1,975,400	-	1,975,400	-	1,975,400	1,160,152	389,879
OHL Concesiones Argentina, S.A.	10.00	90.00	100.00	403	(375)	(219)	(82)	-	(273)	-	(273)	-	(273)	(273)	-
OHL Concesiones Chile, S.A.	0.00	100.00	100.00	84,266	-	(3,538)	(3,531)	-	77,197	-	77,197	-	77,197	77,197	77,506
OHL Concesiones Colombia, S.A.S.	-	100.00	100.00	337	-	65,490	(1,673)	-	64,154	-	64,154	-	64,154	64,154	79,643
OHL Concesiones Perú, S.A.	-	100.00	100.00	7,868	-	(2,145)	(1,344)	-	4,379	-	4,379	-	4,379	4,379	4,380
OHL Concesiones, S.A.	100.00	-	100.00	167,455	-	1,663,507	330,082	-	2,161,044	-	2,161,044	-	2,161,044	2,161,044	600,078
OHL Concessoes Brasil Ltda.	-	100.00	100.00	5,489	-	(1,965)	(3,289)	-	235	-	235	-	235	235	235
OHL Emisiones, S.A.U.	-	100.00	100.00	60	-	10,743	82,983	(79,513)	14,273	-	14,273	-	14,273	14,273	60
OHL Infrastructures. Inc.	-	100.00	100.00	24,509	-	(23,846)	(2,211)	-	(1,548)	-	(1,548)	-	(1,548)	(1,548)	-
OHL Investments, S.A.	-	100.00	100.00	208,320	-	73,681	128,843	-	410,844	-	410,844	-	410,844	410,844	181,095
OHL México, S.A.B. de C.V.	-	56.85	56.85	648,080	-	637,266	220,602	-	1,505,948	-	1,505,948	-	1,505,948	856,131	321,990
OHL Toluca, S.A. de C.V.	-	56.85	56.85	69,823	(17)	(3,009)	(5)	-	66,792	-	66,792	-	66,792	37,971	43,197
* OPCEM, S.A.P.I. de C.V.	-	28.99	28.99	-	-	1,025	2,645	-	3,670	-	3,670	-	3,670	1,064	-
Operaciones Cerro Valparaiso, SpA	-	100.00	100.00	68	(68)	(4)	(6)	-	(10)	-	(10)	-	(10)	(10)	-
Operaciones Portuarias Valparaiso, SpA	-	100.00	100.00	68	-	(193)	118	-	(7)	-	(7)	-	(7)	(7)	68
Operadora Concesionaria Mexiquense, S.A. de C.V.	-	56.85	56.85	2	-	5,691	5,898	-	11,591	-	11,591	-	11,591	6,589	1
Operadora de Carreteras, S.A.C.	-	100.00	100.00	1,456	-	15	198	(358)	1,311	-	1,311	-	1,311	1,311	1,454
* Organización de Proyectos de Infraestructura, S.A.P.I. de C.V.	-	28.99	28.99	224,541	-	(59,128)	(24,800)	-	140,613	-	140,613	-	140,613	40,764	64,011
Pachira, S.L.	-	100.00	100.00	4	-	(628)	(352)	-	(976)	-	(976)	4,866	3,890	3,890	4,866
Seconmex Administración, S.A. de C.V.	-	56.85	56.85	2	-	1,996	791	-	2,789	-	2,789	-	2,789	1,586	7
Sociedad Concesionaria Nuevo Camino Nogales - Puchuncaví, S.A.	-	100.00	100.00	34,959	(11,217)	885	2,470	-	27,097	-	27,097	-	27,097	27,097	23,742
Sociedad Concesionaria Puente Industrial, S.A.	-	100.00	100.00	27,958	-	1,097	1,046	-	30,101	-	30,101	-	30,101	30,101	27,959
Terminal Cerros de Valparaíso, S.A.	-	100.00	100.00	37,266	-	4,150	7,043	-	48,459	-	48,459	-	48,459	48,459	37,270
Terminal de Contenedores de Tenerife, S.A.	-	100.00	100.00	22,606	-	(6,187)	444	-	16,863	(926)	15,937	-	15,937	15,937	23,470
Terminal Polivalente Sureste, S.L.	-	100.00	100.00	48	-	(28)	-	-	20	-	20	15	35	35	63
Terminales Marítimas del Sureste, S.A.	-	100.00	100.00	17,820	-	(22,699)	(1,299)	-	(6,178)	(1,110)	(7,288)	40,400	33,112	33,112	62,720
Tráfico y Transporte Sistemas, S.A.U.	-	100.00	100.00	1,350	-	(438)	(476)	-	436	-	436	100	536	536	508
Viaducto Bicentenario, S.A. de C.V.	-	56.85	56.85	344,032	(4,541)	296,125	87,259	-	722,875	-	722,875	-	722,875	410,954	193,001
Companies accounted for using the equity method															
Joint ventures															
Constructora Libramiento Elevado de Puebla, S.A. de C.V.	-	28.99	28.99	2	-	20,525	(3,135)	-	17,392	-	17,392	-	17,392	5,042	1
Controladora Vía Rápida Poetas, S.A.P.I. de C.V.	-	28.43	28.43	91,713	-	201,055	78,787	-	371,555	-	371,555	-	371,555	105,633	25,744
Coordinadora Vía Rápida Poniente, S.A.P.I. de C.V.	-	28.43	28.43	2	-	3,834	(306)	-	3,530	-	3,530	-	3,530	1,004	1
Libramiento Elevado de Puebla, S.A. de C.V.	-	28.99	28.99	144,527	-	(4,561)	4,805	-	144,771	-	144,771	-	144,771	41,969	41,380
Operadora AVO, S.A.	-	50.00	50.00	27	-	1	-	-	28	-	28	-	28	14	14
Operadora Libramiento Elevado Puebla, S.A. de C.V.	-	28.99	28.99	2	-	(101)	229	-	130	-	130	-	130	38	1
Operadora Vía Rápida Poetas, S.A.P.I. de C.V.	-	28.43	28.43	2	-	1,807	674	-	2,483	-	2,483	-	2,483	706	1
Prestadora de Servicios Vía Rápida Poniente, S.A.P.I. de C.V.	-	28.43	28.43	2	-	163	34	-	199	-	199	-	199	57	1
Sociedad Concesionaria Vespucio Oriente, S.A.	-	50.00	50.00	121,953	(71,332)	2,981	3,670	-	57,272	-	57,272	-	57,272	28,636	61,783
Associates															
Administradora Mexiquense del Aeropuerto Internacional de Toluca, S	-	27.86	27.86	92,150	-	32,187	11,373	-	135,710	-	135,710	-	135,710	37,809	37,497
Sestibalsa Alicante, S.A., de Gestión de Estibadores Portuarios	-	44.88	44.88	87	-	-	-	-	87	-	87	-	87	39	39

* Controlled through OHL México, S.A.B. de C.V.

APPENDIX IV
OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES

Detail of the changes in the scope of consolidation at 31 December 2017

Subsidiaries (fully consolidated)

INCLUSIONS		EXCLUSIONS	
COMPANY	REASON	COMPANY	REASON
Avalora Chile SpA	Incorporation	Cercanías Móstoles Navalcarnero, S.A.	Investment Securities
EYM Norway, AS	Incorporation	OHL Industrial Power, S.A.	Merger
Gizatzen, S.A.	Incorporation	OHL Industrial USA, Inc.	Liquidation
Ingesan Chile, SpA	Incorporation	OHL ZS SK, a.s.	Merger
OHL Ireland Construction and Engineering Limited	Incorporation		
OHL Sverige AB	Incorporation		

Joint ventures and associates (accounted for using the equity method)

INCLUSIONS		EXCLUSIONS	
COMPANY	REASON	COMPANY	REASON
Altos de Ciudad de Mayakoba, S.A. de C.V.	Incorporation	Concepteur-Constructeur St-Carles SEC	Liquidation
La Ceiba DCM, S.A. de C.V.	Incorporation	Gestión PCC SC INC	Liquidation
Mayakoba Country Club, S.A. de C.V.	Incorporation	Port Torredembarra, S.A.	Sale
NCC - OHL Lund-Arlöv, fyra spar Handelsbolag	Acquisition		
OWO Residence Limited	Incorporation		
Proyecto Canalejas Group, S.L.	Incorporation		
Rhatigan OHL Limited	Incorporation		
Tenedora de Hoteles y Golf MKB, S.A. de C.V.	Incorporation		
Whitehall Residences Limited	Incorporation		

Companies included in the scope of consolidation in 2016 whose situation changed in 2017

COMPANY	SCOPE OF CONSOLIDATION IN	COMPANY	SCOPE OF CONSOLIDATION IN 2017
Activos Hoteleros de Lujo MKB, S.A. de C.V.	Fully consolidated	Activos Hoteleros de Lujo MKB, S.A. de C.V.	Accounted for using the equity method
Aqua Mayakoba, S.A. de C.V.	Fully consolidated	Aqua Mayakoba, S.A. de C.V.	Accounted for using the equity method
Autovía de Aragón-Tramo 1, S.A.	Fully consolidated	Autovía de Aragón-Tramo 1, S.A.	Accounted for using the equity method
Controladora Hoyo 1, S.A. de C.V.	Fully consolidated	Controladora Hoyo 1, S.A. de C.V.	Accounted for using the equity method
Desarrollos RBK en la Riviera, S.A. de C.V.	Fully consolidated	Desarrollos RBK en la Riviera, S.A. de C.V.	Accounted for using the equity method
Golf de Mayakoba Servicios, S.A. de C.V.	Fully consolidated	Golf de Mayakoba Servicios, S.A. de C.V.	Accounted for using the equity method
Golf de Mayakoba, S.A. de C.V.	Fully consolidated	Golf de Mayakoba, S.A. de C.V.	Accounted for using the equity method
HH1 Servicios S de R.L. de C.V.	Fully consolidated	HH1 Servicios S de R.L. de C.V.	Accounted for using the equity method
Hotel Hoyo Uno, S. de R.L. de C.V.	Fully consolidated	Hotel Hoyo Uno, S. de R.L. de C.V.	Accounted for using the equity method
Islas de Mayakoba Servicios, S.A. de C.V.	Fully consolidated	Islas de Mayakoba Servicios, S.A. de C.V.	Accounted for using the equity method
Islas de Mayakoba, S.A. de C.V.	Fully consolidated	Islas de Mayakoba, S.A. de C.V.	Accounted for using the equity method
Lagunas de Mayakoba, S.A. de C.V.	Fully consolidated	Lagunas de Mayakoba, S.A. de C.V.	Accounted for using the equity method
Lotes 3 Servicios, S.A. de C.V.	Fully consolidated	Lotes 3 Servicios, S.A. de C.V.	Accounted for using the equity method
Mayakoba Thai, S.A. de C.V.	Fully consolidated	Mayakoba Thai, S.A. de C.V.	Accounted for using the equity method
Operadora Hotelera del Corredor Mayakoba, S.A. de C.V.	Fully consolidated	Operadora Hotelera del Corredor Mayakoba, S.A. de C.V.	Accounted for using the equity method
Operadora Mayakoba, S.A. de C.V.	Fully consolidated	Operadora Mayakoba, S.A. de C.V.	Accounted for using the equity method
Servicios Hoteleros del Corredor Mayakoba, S.A. de C.V.	Fully consolidated	Servicios Hoteleros del Corredor Mayakoba, S.A. de C.V.	Accounted for using the equity method

OBRASCÓN HUARTE LAIN, S.A.
AND SUBSIDIARIES

2017 Consolidated Directors' Report

Chapter I.- OHL in a click 1
a) Group profile 1
b) Group performance and main milestones in 2017 2
c) 2017 in figures 6
d) Outlook for the near future 13

Chapter II.- Strategy 14
a) Business model 14

Chapter III.- Generating value 31
a) Financial value 31
b) Value for the customer 44
c) The value of people 49
d) Environmental value 57
e) Social and relationship value 62

Chapter IV.- Good Governance 69
a) Good Governance 69
b) Ethics and compliance 73
c) Effective risk management 75
d) Internal audit 77

Chapter V.- About this Report 79
a) Scope 79
b) Preparation methodology 79
c) Materiality 80
d) Contact details 82
e) Appendix. OHL Concesiones (discontinued operation) 83
f) CSR in the Concessions Division 85
g) Alternative performance measures 87

Tabla GRI –Table of GRI Environmental performance indicators 89

GRI Tables 101

Translation of a report originally issued in Spanish. In the event of a discrepancy, the Spanish-language version prevails.

Chapter I.- OHL in a click

a) Group profile

I.- Presentation

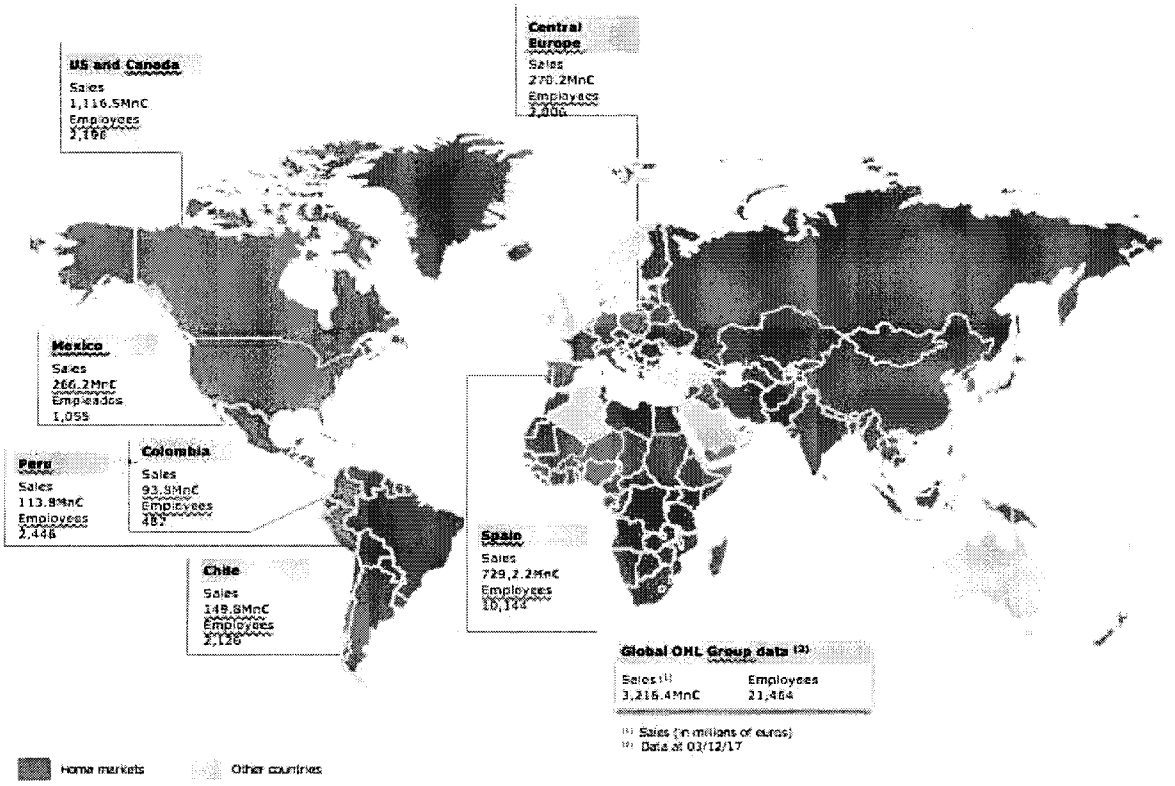
Obrascón Huarte Lain (OHL), an international concessions and construction group, carries on its activity primarily in the US, Canada, Mexico, Colombia, Peru, Chile, Spain and Central Europe.

- A strategic promotor of public-private partnerships.
- The thirty-seventh largest international contractor, tenth in the US and fourth in Latin America[1].
- A benchmark in hospital and railway construction.
- A member of the FTSE4Good IBEX sustainability stock market index.
- A reference in the low-carbon economy: Leader in CDP Climate Change (A List) and in water resource management (A List Water).

In the framework of a responsible performance of its activity, OHL is committed to the main initiatives and guidelines led by international organisations such as the United Nations - Global Compact, Guiding Principles for Business and Human Rights and Sustainable Development Goals (SDGs), the Organisation for Economic Cooperation and Development (OECD) and the Tripartite Declaration of the International Labour Organization (ILO).

[1] ENR 2017.

II.- Worldwide presence



b) Group performance and main milestones in 2017

2017 represents a year of transition for the OHL Group, marked by the signing of an agreement (Share Purchase Agreement) for the sale of all the share capital of OHL Concesiones, S.A.U. (OHL Concesiones) to the fund IFM Investors (IFM).

As a result of this transaction, the Concessions business was classified as a discontinued operation in the consolidated financial statements, the profit or loss from these operations was included separately in the statement of profit or loss, along with that corresponding to non-controlling interests and the figures for 2016 were restated. Both the non-current assets and liabilities of this activity are classified as held for sale in the consolidated balance sheet.

The enterprise value of the transaction was EUR 2,775.0 million (net of project finance), which will be paid on completion of the transaction, subject to the usual price adjustments in transactions of this nature (net debt, exchange rate, and cash contributed from greenfield projects). The Group estimates that after these adjustments the net price paid will be approximately EUR 2,235.0 million.

The transaction was approved by the shareholders at an Annual General Meeting of OHL held on 9 January 2018, and is conditional upon, inter alia, the obtainment of the required authorisation from the competent Mexican authorities, the obtainment of a waiver from certain financial creditors, and the approval and launch of a tender offer by IFM Investors or a subsidiary for the share capital of OHL México, S.A.B. de C.V. not owned by IFM at the transaction closing date. The process of obtaining the authorisation is in progress and the transaction will foreseeably be completed in the first quarter of 2018.

This is an exceptional transaction for the OHL Group, as it makes it possible to repay gross recourse borrowings and leave an excellent cash position. From this sound financial position, the Group is embarking on a new era that will be focused on its Construction business, strengthening its capacity in this area in the regions in which it is currently present, concentrating its efforts on generating sustainable cash flow and prioritising profitability over growth.

The execution of the transaction led to a rise in the rating from the Moody's rating agency, which on 1 December 2017 improved OHL's rating to B3 from Caa1, and keeps it under review to assess possible further increases, which represents the endorsement by a third party of the Group's successful divestment policy.

At the operating level, the Group's main aggregates show a change of scale when the Concessions business was eliminated, showing signs of recovery in terms of the EBITDA margin and cash generation in the Construction business:

	2017	2016*	Change (%)
Revenue	**3,216.4**	**3,342.4**	**-3.8%**
EBITDA	**-56.5**	**-576.3**	**-90.2%**
% of sales	-1.8%	-17.2%	
Net attributable loss	**-12.1**	**-432.3**	**-97.2%**
% of sales	-0.4%	-12.9%	

Millions of euros
(*) Restated.

Revenue amounted to EUR 3,216.4 million, a slight decrease compared to 2016, due mainly to lower construction activity in the US as a result of the end of contracts during the period which was not offset by the production under new contracts that are in their initial phase. The delays in the commencement of the construction phase of certain concession projects in Latin America also contributed to this fall.

EBITDA in 2017 amounted to EUR -56.5 million, -1.8% as a percentage of sales, affected primarily by:

I. A lower than expected contribution in terms of production and EBITDA by start-up projects in the US and Latin America (construction work for concessions in Chile and Colombia) that will bring higher margins in the future and that did not offset the lower contribution from projects completed in the period.

II. Losses recognised on projects in the Industrial business.

III. The extraordinary recognition of losses at the Gustavo Fricke Hospital (Chile), a legacy project awarded in 2013.

IV. The cost of the collective redundancy procedures (CRP) at OHL, S.A., OHL Industrial, S.L. and other factors.

The aggregate of the latter two one-off impacts on EBITDA, relating to the losses recognised at Gustavo Fricke Hospital (Chile) and the cost of the CRP and other, was EUR -76.5 million. Excluding this effect, EBITDA would stand at EUR +20.0 million.

It is worth recalling that the EBITDA for 2016 was EUR -576.3 million, affected mainly by the reorganisation process, which included EUR -520.2 million of one-off losses on legacy projects, due to the re-estimation of objectives carried out. In comparable terms, eliminating one-off effects, EBITDA in 2017 improved by EUR 76.1 million compared to 2016, marking a turning point for the Company this year, with a healthy backlog that aims to obtain higher margins in the coming years.

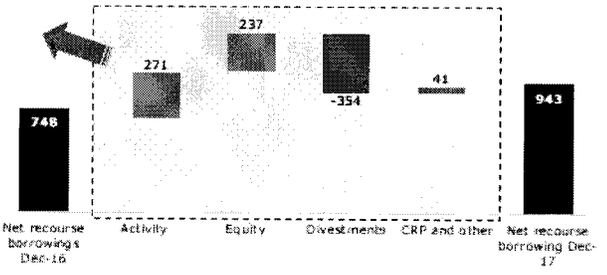
The attributable net loss was EUR -12.1 million, affected by the aforementioned impacts. Excluding one-off impacts, there would be a net attributable profit of EUR 64.4 million.

In the financial area, the following matters should be noted:

Changes in net recourse borrowings

The changes in the net recourse borrowings in 2017 were as follows:

	2017	2016	Var.
Construction	46	281	(235)
Legacy	54	269	(215)
Regular & Stra.	(8)	12	(20)
Industrial	94	24	70
Services	(4)	5	(8)
Development	23	46	(23)
Corporate	111	146	(34)
Total	**271**	**501**	**(230)**



At 31 December 2017, net recourse borrowings amounted to EUR 943.5 million, representing an increase of EUR 195.1 million in 2017, a significant improvement on the EUR 369.0 million increase seen in 2016, due primarily to the worsening of cash due to the legacy projects.

Of particular note was the sound performance of the net recourse borrowings in the Construction business, which in 2017 used only EUR 46.4 million of cash in comparison with the EUR 281.4 million used in 2016, demonstrating the effort made to contain the deterioration in cash flow and opening a new stage towards the generation of sustainable cash flow at project level. In turn, the legacy projects used less cash than expected. In the fourth quarter of 2017 the Construction business performed excellently, generating cash amounting to EUR 172.3 million.

Of particular note is the reduction in net cash outflows in the Corporate area, showing the first effects of the cost reduction initiatives implemented.

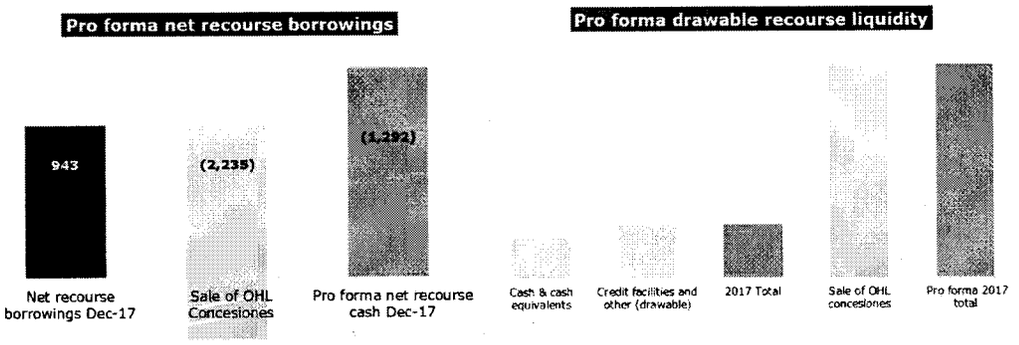
The execution of the asset rotation plan contributed funds amounting to EUR 355.0 million and the new equity investments resulted in a cash outflow of EUR 236.8 million, with Concessions being the main investor division, with expenditure of EUR 164.6 million.

Drawable recourse liquidity

The Company continues to enjoy financial flexibility thanks to a drawable recourse liquidity position of EUR 748.4 million at the end of December 2017, measured as cash and cash equivalents plus the available recourse financing, which ensure that the working capital needs are covered for being able to carry on the business activities in 2018.

In this connection, mention should be made of the support received by the OHL Group from the main banks with which it works with the signature, on 30 March 2017, of the multi-product syndicated financing agreement (novated on 29 November 2017) for an aggregate amount of EUR 684 million, for the issue of guarantees (EUR 402 million) and reverse factoring (EUR 92 million), which also includes a revolving credit line of EUR 190 million.

Additionally, the execution of the sale of 100% of OHL Concesiones will enable the Group to simplify and significantly reduce its structure of total gross recourse borrowings, thereby giving a positive cash position and an excellent drawable recourse liquidity position.



- As regards the asset rotation process, various divestments were made during 2017:

Asset	Ownership interest	Net funds (millions of euros)	Status	Collection date
abertis	2.50%	57	Cobrado	January 2017
mayakoba	80% - 51%	179.1 + 7.9*	Cobrado	April 2017
Canalejas	17.50%	68.1m + 3.5*	Cobrado	April 2017
Autovía Aragón	75%	c. 51	Cobrado	June 2017

* Collection pending per contract.

Negotiations are ongoing for the possible sale of the Czech sleeper factory ŽPSV and other assets in Mayakoba, which could be completed in the first half of 2018.

c) 2017 in figures

I.- Main aggregates

Millions of euros

	2017	2016*	% change 2017-2016
STATEMENT OF PROFIT OR LOSS			
Revenue	**3,216.4**	**3,342.4**	**-3.8%**
EBITDA	**-56.5**	**-576.3**	**-90.2%**
% EBITDA/Sales	-1.8%	-17.2%	
EBIT	**-132.7**	**-706.0**	**-81.2%**
% EBITDA/Sales	-4.1%	-21.1%	
Attributable net loss	**-12.1**	**-432.3**	**-97.2%**
% Attributable net loss/Sales	-0.4%	-12.9%	
REVENUE BY LINE OF BUSINESS			
Engineering and Construction	3,168.2	3,211.6	-1.4%
% of total sales	98.5%	96.1%	
Development	48.2	130.8	-63.1%
% of total sales	1.5%	3.9%	
Total revenue	**3,216.4**	**3,342.4**	**-3.8%**
% of total sales	100.0%	100.0%	
EBITDA BY LINE OF BUSINESS			
Engineering and Construction	18.0	-84.5	-121.3%
% EBITDA/Sales	0.6%	-2.6%	
Development	2.0	28.4	-93.0%
% EBITDA/Sales	4.1%	21.7%	
EBITDA	**20.0**	**-56.1**	**-135.7%**
% EBITDA/Sales	0.6%	-1.7%	
CRP and other	-76.5	-520.2	
Total EBITDA	**-56.5**	**-576.3**	**-90.2%**
% EBITDA/Sales	-1.8%	-17.2%	
EQUITY			
Equity attributable to the Parent	2,166.7	2,439.7	-11.2%
Non-controlling interests	2,016.6	1,603.2	25.8%
NET BORROWINGS			
Net recourse borrowings	943.5	748.4	26.1%
Net non-recourse borrowings	56.4	2,162.5	-97.4%
Total net borrowings	**999.9**	**2,910.9**	**-65.6%**
BACKLOG			
Short-term backlog	6,236.2	6,674.9	-6.6%
Long-term backlog	224.5	225.4	-0.4%
Total backlog	**6,460.7**	**6,900.3**	**-6.4%**
EMPLOYEES			
Permanent employees	12,910	13,741	-6.0%
Temporary employees	8,554	8,299	3.1%
Total headcount	**21,464**	**22,040**	**-2.6%**
MARKET CAPITALISATION	**1,488.1**	**984.4**	**51.2%**
Recourse EBITDA (LTM)**	203.1	204.2	

Millions of euros

*Restated.

** Calculated based on the contractual definitions, including EUR 165 million of dividends of OHL Concesiones in 2017 (2016: EUR 250.0 million) and excluding EUR 76.5 million of losses due to the CRP, other and legacy projects in 2017 (EUR 520.2 million in 2016 due to the legacy projects).

II.- Profit/loss by division

OHL CONCESIONES

In view of the process underway to sell all of the shares of OHL Concesiones, S.A.U., this business is carried as a discontinued operation in the consolidated financial statements.

The agreed-upon transaction excludes the sale of the two OHL concessions in liquidation, Cercanías Móstoles Navalcarnero S.A. (CEMONASA) and Autopista Eje Aeropuerto, for which OHL will be entitled to future collection of all compensation received arising from these liquidation processes.

For information purposes, please find attached as an Appendix in Chapter V the main operating aggregates of this business.

OHL ENGINEERING AND CONSTRUCTION

Main aggregates	2017	2016	Var. (%)
Sales	**3,168.2**	**3,211.6**	**-1.4%**
EBITDA	**18.0**	**-84.5**	**121.3%**
% of Sales	0.6%	-2.6%	
EBIT	**-54.6**	**-201.8**	**72.9%**
% of Sales	-1.7%	-6.3%	

Millions of euros.

With the sale of OHL Concesiones, the Engineering and Construction division accounts for 98.5% of the Group's sales, with sales of EUR 3,168.2 million, slightly lower than in 2016. EBITDA for the year was EUR +18.0 million, compared to -84.5 million euros in 2016, after eliminating the one-off recognition of losses in legacy projects. Performance, by activity segment, is as follows:

CONSTRUCTION

Main aggregates	2017	2016	Var. (%)
Sales	**2,660.7**	**2,773.6**	**-4.1%**
EBITDA	**54.9**	**-43.7**	**225.6%**
% of Sales	2.1%	-1.6%	
EBIT	**-10.9**	**-141.8**	**92.3%**
% of Sales	-0.4%	-5.1%	

Millions of euros.

Construction, with sales amounting to EUR 2,660.7 million, accounts for 84.0% of Engineering and Construction sales and 82.7% of the Group's total sales.

The volume of activity decreased by -4.1% compared to 2016. This decrease is due mainly to the recent commencement of production in the new North American projects that will bring more activity in the near future (expansion of the I-405, Canarsie tunnel and others) and that have not offset the decrease in sales due to the completion of other projects between both periods. The decrease was exacerbated by the delay in starting work on the concessions in Latin America, due to causes not attributable to OHL, which led to a reduction in the sales in 2017.

Legacy projects represented sales of EUR 265.7 million, 10.0% of the total.

EBITDA amounted to EUR 54.9 million, 2.1% of sales (compared to -1.6% in 2016), affected mainly by the negative results of certain projects and the completion of projects in the period, not offset by the margin on new contracts in the initial phase in North America and concessions in Latin America that will provide higher margins in the future. The improvement in the EBITDA margin reinforces the viability and sustainability of the regular Construction business.

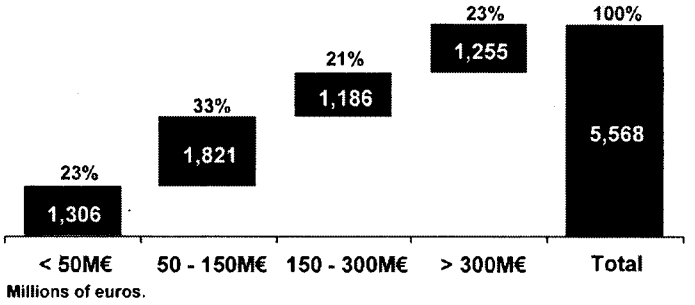
Operating cash flow used by legacy projects in 2017 totalled EUR -26.0 million (EUR -53.9 million, including Gustavo Fricke Hospital), improving the initial forecast for the year of EUR -64.0 million.

The short-term backlog at 31 December 2017, EUR 5,568.3 million, represents 25.2 months of sales, which guarantees the future growth of this activity. The backlog has a balanced profile both geographically and in terms of the size of the construction projects, with 91.4% coming from the home markets (including most notably 37.3% from the US and 32.4% from Latin America), and with only 22.5% of the projects of more than EUR 300 million.

The geographical distribution of the short-term construction backlog is as follows:

	31/12/2017
Home Markets	**91.4%**
Latin America	32.4%
US	37.3%
Spain	17.8%
Czech Rep. & Eastern Europe	3.9%
Other	**8.6%**

Based on the size of the construction project, the distribution of the backlog is as follows:



Of the total construction backlog, 25.6% corresponds to construction projects to be performed for concessions. The current backlog of the ten principal contracts[1] at 31 December 2017 is as follows:

	Country	2017
Project I-405	US	605.0
Vespucio Oriente toll road*	Chile	315.4
New York Canarsie tunnel rehabilitation	US	284.4
Atizapán-atlacomulco toll road*	Mexico	271.2
Curicó Hospital	Chile	219.0
Valparaiso Port*	Chile	176.3
Río Magdalena toll road*	Colombia	151.2
LAV Oslo-Ski (Follo Line Project)	Norway	133.8
Camino Nogales Puchuncaví*	Chile	118.8
Chimbote bypass*	Peru	113.9
10 main projects in portfolio		**2,389.0**

Millions of euros.

* Construction projects for OHL Concesiones.

[1]Excluding Marmaray Railway Project (EUR 372.0 million) in relation to which a subcontracting agreement was reached for near to 75%.

The diversification of the backlog by type of project should be noted, where 44.3% corresponds to roads, 21.8% to railways, 18.3% to building and 15.6% to other activities. Contracts in 2017 amounted to EUR 2,342.3 million, 64.2% of the projects in the US, compared to EUR 2,310.0 million of contracts in 2016. The book-to-bill ratio stands at 0.9 times.

The new awards obtained in 2017 include most notably:

	Country	2017
Project I-405	US	679.0
New York Canarsie tunnel rehabilitation	US	312.1
NY Outfall replacement contract 1	US	66.5
Moquegua Omate Arequipa road	Peru	47.7
Mecca workshop	Saudi Arabia	43.3
Illinois O'Hare International Airport	US	42.8
Florida Medical Campus Centre	US	39.8
Quellaveco project	Peru	33.4
Total main awards		**1,264.6**
Other awards		1,077.7
Total awards		**2,342.3**

Millions of euros.

In addition to the foregoing, OHL won two significant contracts as part of a joint venture without effective control and, therefore, they are accounted for using the equity method: the extension of the track on the Lund-Arlov railroad, in Sweden (EUR 106.3 million), and the National Forensic Mental Health Service Hospital, in Ireland (EUR 62.0 million). These amounts are not included in the data furnished on contracts and the backlog.

INDUSTRIAL

Main aggregates	2017	2016	Var. (%)
Sales	**269.8**	**243.6**	**10.8%**
EBITDA	**-40.5**	**-43.3**	**-6.5%**
% of Sales	-15.0%	-17.8%	
EBIT	**-44.6**	**-61.9**	**-27.9%**
% of Sales	-16.5%	-25.4%	

Millions of euros.

The Industrial business recorded sales of EUR 269.8 million, which represents an increase of 10.8%% with respect to 2016.

The main activity is located in the new EPC mining and cement projects, mainly Cementos Molins, as well as the renewable energy projects at the solar PV plants in Jordan (Al Mafrag and Empire) and the condensate recovery and cycle unit project in Oman (Saih Rawl). The falloff in activity in the oil and gas EPCs continued, following the division's decision not to enter this market segment.

EBITDA stood at EUR -40.5 million, -15.0% of sales, up 6.5% on the same period in 2016. The improved margins on the new projects are contributing to this, partially offsetting the adverse margins on certain oil and gas EPC projects and other services, as well as a structure of fixed costs that are not yet being absorbed, although they are in the process of being reduced.

Industrial's backlog at 31 December 2017 stands at EUR 312.1 million, with the main project being Cementos Molins (EUR 132.0 million), scheduled for completion period in the second half of 2019.

SERVICES

Main aggregates	2017	2016	Var. (%)
Sales	**237.7**	**194.4**	**22.3%**
EBITDA	**3.6**	**2.5**	**44.0%**
% of Sales	1.5%	1.3%	
EBIT	**0.9**	**1.9**	**-52.6%**
% of Sales	0.4%	1.0%	

Millions of euros.

Sales of this division amounted to EUR 237.7 million, with growth of +22.3%, due mainly to the positive performance of facility management activities (cleaning, maintenance, energy efficiency and urban services) at the national level. The latter urban services segment, which the division is introducing, enables higher returns to be obtained which compensate for the lower margins in the other segments, all of which are affected by increased competition.

EBITDA totalled EUR 3.6 million, 1.5% of sales, slightly higher than in 2016 (1.3%), reflecting the strong competitive environment of a very mature sector.

The backlog at 31 December 2017 totalled EUR 355.8 million, having contracted EUR 236.8 million in 2017, the most important contracts being the maintenance of court buildings in Galicia, the urban waste collection service (Lot 2) in Madrid, the cleaning and maintenance contract for

Benidorm Municipal Council, the stations and trains in the Barcelona metro network, and the integral cleaning of Spanish Government buildings and offices.

OHL DEVELOPMENT

Main aggregates	2017	2016	Var. (%)
Sales	**48.2**	**130.8**	**-63.1%**
EBITDA	**2.0**	**28.4**	**-93.0%**
% of Sales	4.1%	21.7%	
EBIT	**-1.6**	**16.0**	**-110.0%**
% of Sales	-3.3%	12.2%	

Millions of euros.

The economic aggregates of this division underwent a significant change in scale following the asset rotation transactions at Mayakoba, which means that most of its assets are accounted for using the equity method as a result of the loss of control. Thus it posted sales of EUR 48.2 million that, in comparable terms and adjusting the recent transactions, would be similar to those of 2016. EBITDA totalled EUR +2.0 million, compared to EUR +28.4 million in 2016, which included that generated by the divested Mayakoba companies. In comparable terms, it is approximately 12% higher due to increased real estate sales.

The assets of this division include:

Mayakoba tourism development

On 21 December 2016, OHL Desarrollos and RLH Properties S.A.B. de C.V. entered into an agreement for the partial sale of the Group's interest in the main hotel subsidiaries of Mayakoba. The sale agreement includes a percentage of up to 80% of Fairmont and Rosewood (guaranteed minimum of 51%) and 51% of Banyan Tree, Andaz and Golf. On 24 April 2017, the sale was completed on 51% of these assets and on 18 May 2017 the sale was increased to 80% of the more mature assets (Fairmont and Rosewood).

The cash inflow at the end of June 2017 amounted to EUR 179.1 million -not yet collected- subject to the achievement of certain milestones, EUR 7.9 million. The gain obtained on this transaction, excluding the revaluation gain on the interest retained, was EUR 2.7 million.

The hotel subsidiaries in which the development business holds ownership interests include: 49.0% of the El Camaleón golf club; 43.3% of Banyan Tree; 9.0% of Andaz; 9.8% of Fairmont and 20.0% of Rosewood.

Ciudad Mayakoba

Worthy of note is the sound evolution of the projects being carried out in Ciudad Mayakoba, which have continued to advance with an excellent pace of sales and development, reaching between 90%-95% of inventory sales up for sale, as well as the international recognition and awards received (the project has been presented as a development model at the Habitat III congress, organised by the UN).

Centro Canalejas, Madrid

On 9 February 2017, OHL entered into an agreement to sell 17.5% of Centro Canalejas Madrid for EUR 78.8 million. The division continues to hold an ownership interest of 17.5%.

The transaction was completed on 7 April, EUR 68.1 million having been collected in 2017 net of expenses. The other EUR 3.5 million will be received when the project enters into operation. The gain obtained on this transaction was EUR 31.6 million. The project is currently at the construction phase and certain areas of the complex began to be marketed towards the end of 2017.

Old War Office

The emblematic Old War Office project, in which Development holds a 49% ownership interest, has successfully completed the licensing phase. Preliminary work has recently begun.

The assets of this division had a total carrying amount of EUR 369.7 million at 31 December 2017, as detailed below:

Asset	Ownership interest	Carrying amount millions of euros
Mayakobá	≤ 49%[1]	53.8
Ciudad Mayakobá	100%	165.4
Canalejas	17.50%	71.4
Old War Office	49%	79.1
		369.7

[1] Interests in subsidiaries of Mayakoba: 49.0% Golf, 43.3% Banyan Tree, 9.0% Andaz, 9.8% Fairmont and 20.0% in Rosewood.

III.- Main significant events after 2017 year-end

- On 9 January 2018, the shareholders at the Annual General Meeting approved the following resolutions:

  i. The transfer of 100% of OHL Concesiones, S.A.U. to Global Infraco Spain, S.L.U., under the terms and conditions of the report of the Board of Directors and the information communicated to the market, per the relevant event communications published on 16 and 17 October 2017.

  ii. Ratification of the appointment of Juan Luis Osuna Gómez as the Company's CEO.

  iii. Ratification of the appointment of Javier Goñi de Cacho as a proprietary director of the Company.

  iv. Reduction of share capital by EUR 7,326,425.4 through the retirement of 12,210,709 treasury shares, with a charge to unrestricted reserves.

  v. Amendment to the directors' remuneration policy, following a favourable report from the Nomination and Remuneration Committee.

vi. Approval of extraordinary remuneration of EUR 18 million to the CEO Juan Osuna Gómez, for his work and leadership in the process to sell the shares of OHL Concesiones, S.A.U.

- The public deed for the capital reduction approved by the shareholders at the Extraordinary General Meeting was filed at the Madrid Mercantile Registry on 6 February 2018.

d) Outlook for the near future

After the sale of OHL Concesiones, the Group is facing a new stage focused on its main businesses (Construction, Industrial, Services and Development), being eminently a construction company focused on achieving priority objectives such as:

- Prioritising profitability over growth.
- Ensuring sustainable cash flow generation in projects by strengthening the application of risk control mechanisms.
- Continuing with the rotation of mature assets to maximise their value.
- Simplifying the capital structure and reduce corporate debt, strengthening the Group's balance sheet.
- Recovering the trust of rating agencies and other stakeholders.

To this end, the Group has a solid portfolio of Engineering and Construction (E&C) projects, comprising the Construction, Industrial and Services businesses. Of particular note is the diversification of the backlog, both geographically and by project size, encompassing the majority of its business in three main geographical areas: The US, Latin America and Europe.

The Group has extensive past experience in these geographical areas, recurring business and the human and technical resources necessary to undertake the construction projects in compliance with the established risk control parameters. In the future, the Group will value new opportunities to invest in concession projects.

As regards Industrial's business, the company is continuing with the process of restructuring and integrating this activity into the Construction business and focuses on cement, mining and renewable EPC projects, operation and maintenance and fire protection, while withdrawing from EPC oil and gas and power projects. Synergies and a more efficient cost structure are expected as a result of this integration.

With respect to the Services business, this is a very mature business in a competitive environment and the Group must therefore be highly selective in the projects and markets in which it operates in the future, with priority being given to profitability.

In addition, the Group has a number of unique and diversified assets in the Developments division, which are in the development or construction phase and whose value has been recognised by leading investors. The Company has the opportunity to rotate these assets once they are mature and maximise their value, which can be an additional source of income.

Chapter II.- Strategy

a) Business model

I.- Strategic Plan

With the focus of its business on its areas of action, the OHL Group strengthened its leadership position in 2017, reaffirming itself as a Company that stands out for its experience in executing high value-added projects in the transport infrastructure and singular building sectors.

US

Following President Trump's announcement in August 2017 of an ambitious infrastructure plan, the US is committed to this industry as an engine for boosting the economy. This plan envisages accumulated investments until 2027 of up to USD 1.5 trillion. However, the construction market is expected to be affected to some extent by the introduction of a restrictive migration policy, as well as by the high budget deficit.

Currently, the US market represents more than a third of the total Construction backlog and is currently the Group's reference market. In 2017 it continued to strengthen its presence with more than EUR 1,500 million of contract orders. Notable among the most significant awards was the refurbishment of the Canarsie tunnel in New York for EUR 312 million (69.7% for the Group), the main communication link between Brooklyn and Manhattan, damaged after Hurricane Sandy.

LATIN AMERICA

The OHL Group's activity in Latin America was affected by the political and economic situation of the countries in the region. Worthy of note was the change of political cycle in Chile, with elections at the end of 2017; and in Mexico and Colombia, with general elections in 2018. Additionally, the impact of the Odebrecht case and the uncertainty created by the arrival of Donald Trump slowed down activity in the industry. However, from 2018 onwards macroeconomic indicators are expected to improve, with average GDP growth projected at around 2% per annum, according to International Monetary Fund forecasts.

Chile's construction industry is expected to be revitalised with the arrival of the new president, Sebastián Piñera, who will continue to drive the country's economic development through the promotion of public infrastructure with a programme that foresees the construction of an extensive road and motorway network, the expansion of the underground and the construction of a new international airport in Concepción or Antofagasta.

Also, in Peru, after the first year of the presidential term, infrastructure activity will focus on the recovery of the mining sector and the implementation of the Integral Reconstruction Plan, arising from the damage caused by the heavy flooding inflicted by the El Niño meteorological phenomenon, with planned investments of EUR 6,500 million over four years.

In Mexico, projects continue to be developed through the National Infrastructure Programme, with a percentage of completion of nearly 80%. In this Plan, valued at more than EUR 43,000 million, the construction of Mexico City's New International Airport stands out.

Also, in Colombia the Infrastructure Plan that began with the fourth generation of road concessions (4G) in the road sector, is expected to be consolidated.

In this context, the OHL Group has continued to strengthen its leading position in the region, through the various contracts awarded during 2017. Highlights include the improvement of the Moquegua Omate Arequipa road in Peru and the recent award of a contract at the world's largest underground copper deposit, the El Teniente mine in Chile. In addition, Codelco has awarded the contract for the Tranque Talabre expansion project in the Chilean city of Calama.

EUROPE

In Eastern Europe, of particular note is the positive forecast for the construction industry in the Czech Republic and Slovakia, the main countries for the OHL Group in the region, thanks to the support of the European Union through funds for infrastructure projects. The recovery of consumer and investor confidence in this market is evident in the consumer confidence index, which has been increasing progressively since 2012 and is expected to lead to a greater increase in investment in the country.

In Western Europe, the Nordic countries, especially Norway and Sweden, are consolidating their position as the main growth drivers for the Group in the coming years, thanks to the host of opportunities for contracts that are expected to be tendered in the coming years. These countries stand out for their political stability and the expected growth in the infrastructure market, with important state plans including the Norwegian government's National Transport Plan and Sweden's High-Speed Infrastructure Development Plan.

Thus, one of the OHL Group's achievements in 2017 was its entry into the Swedish market, thanks to the award of the project to improve the railway line between Lund and Arlöv (Malmö) amounting to EUR 106 million (49.3% of the joint venture), which is one of the most important railway projects in the country in the coming years.

In Spain, the Extraordinary Road Investment Plan (PIC), presented by the Prime Minister, Mariano Rajoy, in July 2017, and the recovery of GDP augur an improvement in the construction industry. The PIC envisages construction and maintenance works for approximately 2,000 kilometres of dual carriageways, with a total planned investment of EUR 5,000 million.

In 2017 several railway infrastructure maintenance contracts were awarded for ADIF.

THE COMPANY'S STRATEGIC PLAN

2017 was marked by significant changes in the Group's scope: the sale of the Concessions division to the fund Australian IFM was agreed on, for an estimated net price of EUR 2,235.0 million, a transformational transaction for the Company; and the divestment of other non-strategic

assets continued. The sale of Concessions leaves OHL with an important cash position, allowing the Group to continue its activity with an enhanced strategic position in the future.

Thus, OHL will begin a new phase in which the construction business, the most experienced in the Company, will be the mainstay of the Group's activity in those countries with the greatest competitive advantage and where growth prospects are more favourable.

In this context, a number of strategic priorities have been established to help the OHL Group consolidate its leading position in the markets in which it operates:

1. Promote the Group's construction business, focusing on those countries and regions where the Company has the most experience and minimising exposure to risk.
2. Maximise profitability and cash flow generation of projects in progress.
3. Guarantee a portfolio of profitable projects, with a commitment to a balanced mix of contracts in terms of size.
4. Continue the process of disinvestment of non-strategic assets.
5. Integrate the Industrial and Construction businesses.
6. Adapt the cost structure to the new size of the Company.
7. Strengthen recruitment and talent management policies.
8. Digital transformation: digitisation of production processes.

II.- CSR management

The OHL Group is aware that the new challenges presented at global scale require sustainable and responsible business management, committed to the development and well-being of society. Meeting these demands requires taking on challenges and integrating the sustainability strategy along the entire production chain of the business, with a long-term perspective of value creation and meeting the needs of its stakeholders.

This approach has meant that the voluntary commitments made since 2003 by the OHL Group in the areas of human and labour rights, environmental protection, business ethics and transparency in the dissemination of information have led to the drafting of a total of ten corporate policies that apply across the entire OHL Group and, in addition to internal regulations, make up OHL's particular framework of action.

Further information: http://www.ohlcompromiso.com/presentacion/responsabilidad-corporativa/politicas/

POLICIES

REFERENCE FRAMEWORK

MANAGEMENT, COMMUNICATION AND ACCOUNTABILITY

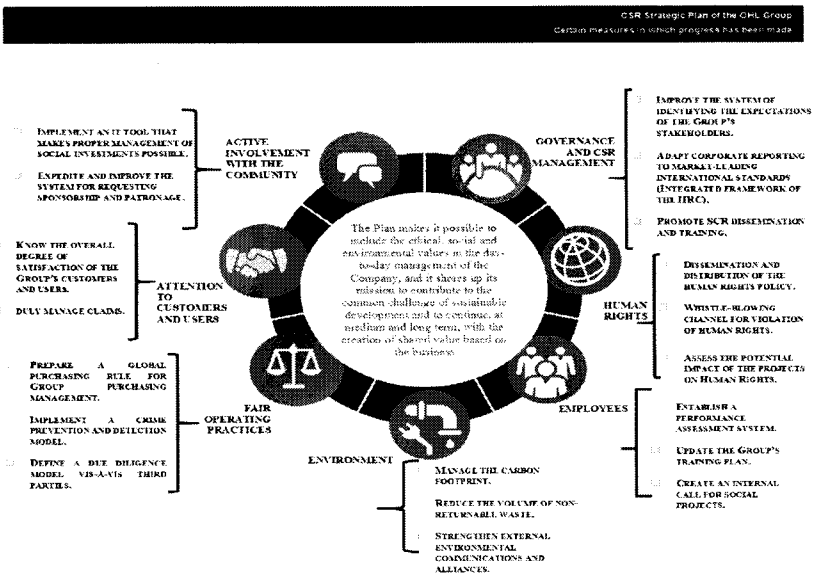
- **United Nations**
  - Universal Declaration of Human Rights
  - United Nations Global Compact
  - Guiding Principles for Business and Human Rights
  - Sustainable Development Objectives
- **Organisation for Economic Co-operation and Development.**
  - OECD guidelines for multinational enterprises
- **Organisation for Economic Co-operation and Development**
  - Tripartite declaration on fundamental principles and rights at work

CSR management **is a model in constant evolution** determined by the initiatives and recommendations promoted by international benchmark bodies

- **Spanish National Securities Market Commission (CNMV)**
  - Good Governance Code for listed companies in Spain
- **Global Reporting Initiative (GRI)**
- **ISO 26000,** on Corporate Social Responsibility
- **Integrated Reporting Framework (IR) of the International Integrated Reporting Council (IIRC)**
- **European Union:**
  - Directive 2014/95/EU as regards disclosure of non-financial information
- **Spain**
  - Royal Decree-Law 18/2017

As a signatory of the United Nations Global Compact, the Group works to disseminate and promote the Ten Principles.

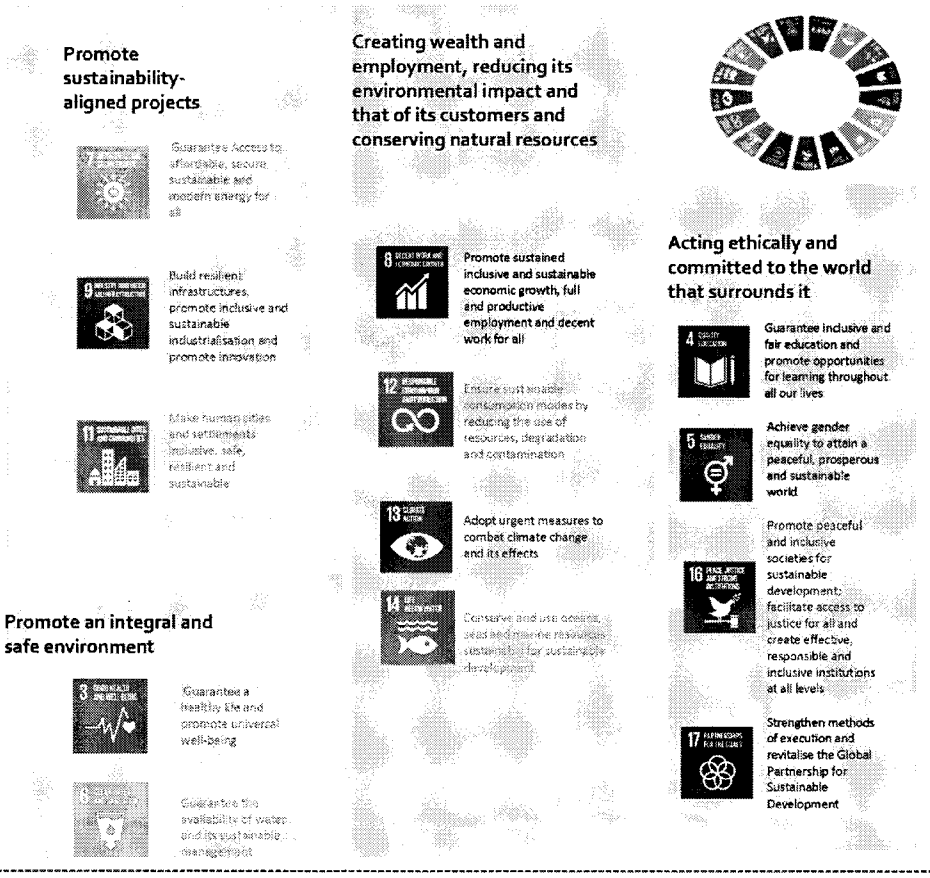
CSR, as a strategic tool for the OHL Group's sustainability management, is implemented through action plans. The 2015-2020 CSR Strategic Plan, articulated around the seven fundamental areas of ISO 26000, aims to act as a guide for the fulfilment of CSR commitments and unite efforts within the Group. The important changes that took place in 2017 in the business model, structure and organisation have led to the need to adapt the Plan to the new reality of the Group. This exercise was at the planning stage at the time of writing this report.



The Group-wide management of CSR is conducted through the highest governing body, the Nomination and Remuneration Committee of OHL's Board of Directors, which is responsible for promoting and monitoring the CSR policy, and the Sustainability Committee, chaired by the CEO and made up of the senior management of the OHL Group as the delegated body to coordinate and supervise CSR management.

SDGS AS A GUIDE TO FOCUS EFFORTS ON SUSTAINABILITY

In 2017 the OHL Group reaffirmed its commitment to meeting the 2030 Agenda, an action plan for people, the planet and prosperity. A total of 17 Sustainable Development Goals (SDGs) and 169 targets to end poverty, fight inequality and injustice and tackle climate change. The OHL Group assumes this role and contributes to tackling the collective challenge of sustainable development when carrying out its business activity. It therefore strives to integrate SDGs in its internal management.



The activities described in each chapter of this Report are associated with the SDGs on which they have an impact (see logos at the beginning of each section)
Further Information: GRI Tables.

HOW WE CONVEY CSR

In 2017 the Group promoted internal communication of CSR through the training of all its employees. In this way, a new call to complete the CSR course has been designed and launched through the new training platform for obligatory online courses.

This has made it possible to strengthen employees' knowledge in this area and to consolidate its value as a transversal pillar of the Group.

2017 CSR training data

Through this course, in 2017 a total of 2,586 people in the Group received CSR training, totalling 10,344 hours of training.

In addition, the half-yearly CSR Newsletter disseminates relevant news and events, including interviews with Company executives that include the experience of integrating CSR in the development of the business.

In this regard, the OHL and Sustainable Development brochure gives visibility to the creation of value from the business activity itself. It includes successful CSR initiatives implemented in corporate services or in the business lines themselves.

Externally, OHL pays attention to requests for information from industry watchers and CSR-linked international organisations; it prepares documentation on its management in this area in business presentations and tenders, as well as for the working groups, meetings and specific conferences in which it participates.

The Group has been included in the FTSE4Good IBEX index since its launch in 2008. Featuring in this index distinguishes the Company as a committed value of special interest to investors who add to their profitability objectives their concern for ethical, social, environmental and good governance issues in business management.

FTSE4Good

Further Information:
Appendix 1 Relationship with analysts and international CSR bodies

III.- Directors' report by division

OHL CONCESIONES

In view of the process underway to sell all of the shares of OHL Concesiones, S.A.U., this business is carried as a discontinued operation in the consolidated financial statements.

The agreed-upon transaction excludes the sale of the two OHL concessions in liquidation, Cercanías Móstoles Navalcarnero S.A. (CEMONASA) and Autopista Eje Aeropuerto, for which OHL will be entitled to future collection of all compensation received arising from these liquidation processes.

For information purposes, please find attached as an Appendix in Chapter V information on the Corporate Social Responsibility of this business line.

OHL CONSTRUCCIÓN

The OHL Group's construction activity in 2017 was shaped by the development of projects in the fields of transport infrastructure and non-residential building construction. This activity focuses on eight markets: The US, Canada, Mexico, Chile, Colombia, Colombia, Peru, Spain and Central

Europe -as defined in the Group's Strategic Plan. Added to this was OHL's incursion into Norway, Sweden and Ireland.

ACTIVITY BY GEOGRAPHICAL AREA

North America

This is one of the Company's main markets, with total sales of EUR 1,126.3 million, 42% of the total for Construction and 35% of the Group's total. OHL continued to operate in key US states: Primarily, New York, California, Florida and Texas.

This fact is reflected in the achievement of outstanding projects such as the upgrade of the I-405 in California, the most important project in OHL's history in the country. Awarded by the Orange County Transportation Authority (OCTA) for an amount of close to EUR 679.0 million (56.5% of the joint venture), it represented for the Group a volume of work executed in 2017 of EUR 41.6 million. The construction work covers a 27.4 km stretch of the I-405 and consists of adding an additional lane in each direction and improving the slip roads, exits and bridges from State Road 73 to Interstate 605. This project consolidates OHL's presence in the State of California, where OHL currently has more than twelve ongoing projects with a value of EUR 1,300 million.

In New York, OHL is carrying out, through its subsidiary Judlau, the refurbishment of the Canarsie tunnel, damaged by Hurricane Sandy. Awarded by the New York Metropolitan Transportation Authority (MTA), for EUR 312.1 million, it includes the refurbishment and upgrade of infrastructure considered to be the main connection between Brooklyn and Manhattan, which also provides service to subway line L.

Other projects won in the USA in 2017 include:

- New York Outfall Replacement Project, for EUR 66.5 million.
- Illinois O' Hare International Airport Chicago, for EUR 42.8 million.
- Florida Medical Campus Center, for EUR 39.8 million.

Pacific Alliance

The Group's activities are focused on the markets that form part of the Pacific Alliance - Mexico, Peru, Colombia and Chile. Its joint activity translates into revenue that represents 19.2% of the total for Construction.

In Mexico, the construction of the first section of the Mexico-Toluca intercity train is noteworthy, with revenue of EUR 84 million. The project includes the construction of 36.15-km section.

In Chile, the Company is carrying out actions on Route 60 (Section 2, Sector 1, Variante Panquehue), on which the work performed totals EUR 80 million.

In Peru, OHL is upgrading the Moquegua-Omate-Arequipa road, in a 118-kilometre section of the Moquegua-Sierra Sur in Peru, between the departments of Arequipa and Moquegua; and is working on cleaning and eliminating material from the Piura river (Peru) in the 14-kilometre section that runs from Laguna San Ramón to the Cordillera sector, within the framework of the Amended

Reconstruction Plan*(Plan de Reconstrucción con Cambios)* of the Peruvian Government to reconstruct the areas of the country most affected by the 2016–17 South America floods *(El Niño Costero)*.

Europe

The Company's activity in Europe (Spain, Czech Republic and Slovakia and the Nordic countries) represents 32% of Construction revenue. It should be noted that projects in this area are of lower volume and the revenue is more fragmented among a greater number of initiatives.

After OHL's entry into Norway in 2016, thanks to winning the EUR 67.4 million EPC Ski project, OHL made its way into another Nordic country, Sweden, in 2017, where it will improve the railway line between Lund and Arlöv stations in Malmö, one of the country's busiest rail routes. The contract, awarded by Trafikverket (Swedish Transport Administration), for EUR 106 million (49.3% of the joint venture), will cover the construction of the first 8 km section between the Swedish cities of Arlöv-Flackarp, as well as the construction of three new stations, four overpasses and two underpasses.

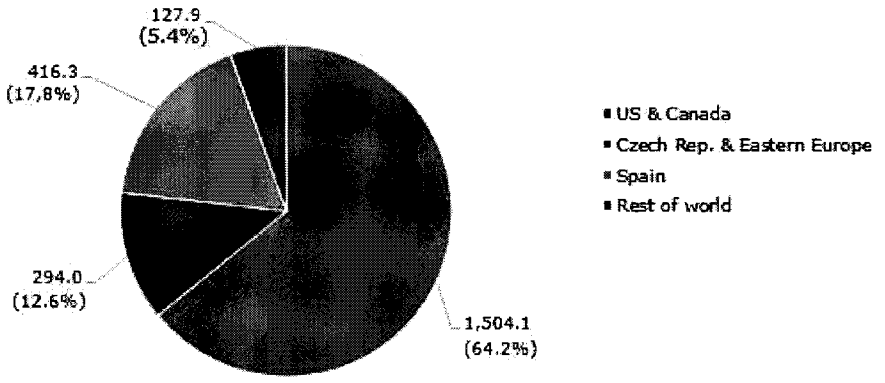
In Ireland, the Company is carrying out its first hospital contract in Ireland, the construction of the National Forensic Mental Health Hospital (NFMHS) in Portrane, north of Dublin, for more than EUR 120 million (50% of the UTE). The project was awarded by the Health Service Executive and includes the construction of a forensic hospital for the mentally ill within the St. Ita's Hospital complex. It will have an area of 24,000 m^2 distributed among 170 rooms; a 30-bed intensive care rehabilitation unit, 13 hospital wards and a primary health care centre.

Other European projects

- Marmaray CR3 Project (Turkey), with work performed in the year of EUR 122.3 million.
- Expansion of the port of Bilbao (Spain), with more than EUR 34.3 million of production in the year.

MAIN CONTRACTS AWARDED IN 2017

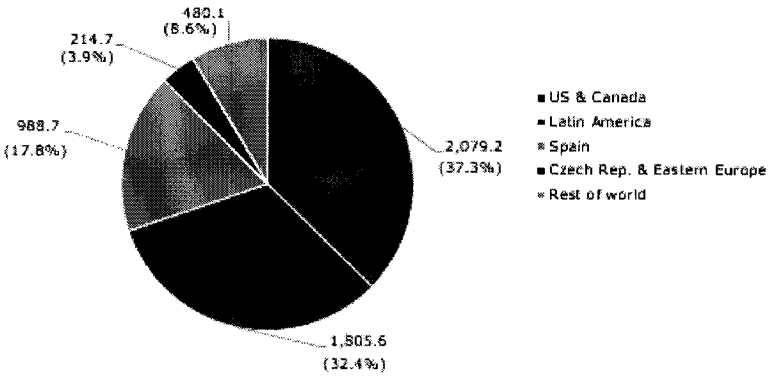
In 2017 Construction won contracts amounting to EUR 2,342.3 million, broken down as follows:



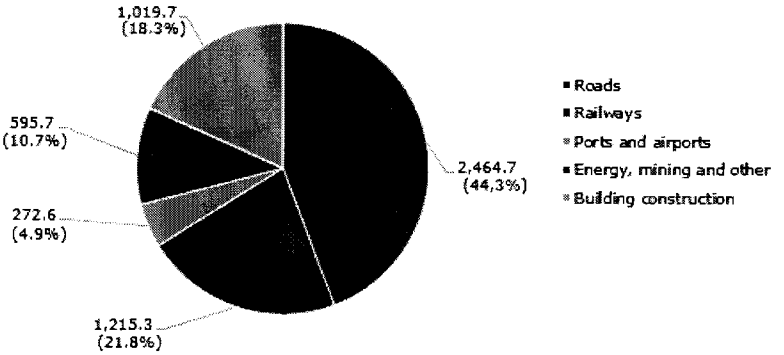
These results reinforce the OHL Group's commitment to its home markets, where contracting represents 93.8% of the total number of new contracts.

CONSTRUCTION DIVISION BACKLOG AT 2017 YEAR-END

2017 ended with a backlog of EUR 5,568.3 million, the distribution of which by market and type of project is as follows:



Distribution of the backlog by type of project (millions of euros):



According to these data, 83% of the backlog is oriented towards civil engineering work and building construction, with the backlog of building construction being practically all non-residential building construction.

In relation to the size of the projects, within the Strategic Plan, it was decided to diversify risk through the distribution of the backlog into smaller projects. Currently, 77.5% of the total amount of projects in the backlog corresponds to projects with a size of less than EUR 300 million.

Success stories

Second Avenue Subway. New York, USA

Innovation, sustainability and accessibility are three of the features on which the construction project for stations 72 and 63 is based, integrated into the new subway line on Second Avenue, which extends the services of the Q and F lines of the New York subway. The project, awarded

by the Metropolitan Transport Authority (MTA) to Judlau, the Group's New York subsidiary, is the first major expansion of the city's subway system in the last six decades.

The project includes the use of the BIM (Building Information Modelling) methodology in the construction of station 72. This is an innovative platform that incorporates collaborative modelling techniques in multiple dimensions; they cover the entire project life cycle and make it possible to visualise changes in each of the dimensions and areas simultaneously and dynamically.

From the accessibility standpoint, the new infrastructure has a design that conforms to the standards of the Americans with Disabilities Act (ADA) and its image responds to the cultural diversity that characterises New York, thanks to decoration by artists from several countries, within the framework of the Arts for Transit program promoted by the MTA.

In addition, Judlau received a commemorative award by Friends of the New York Transit Museum in November 2017, which recognises the benefit of its construction for the more than 200,000 users who use it every day.

EPC SKI. Ski, Norway

The Group is carrying out the EPC Ski contract in Norway as part of the Follo Line high-speed railway project, one of the leading transport initiatives in Norway. The work covers a 3.5 km-long stretch of track, which will enable trains to reach 250 km/h, and includes the reconstruction of the Ski city railway station, the redevelopment of its surroundings and all railway facilities related to the reconstruction of the existing line and the new line.

The project will lead to an improvement in the quality of life of the inhabitants and the commercial development of the area where the infrastructure is located, by reducing the travel time of the Oslo-Ski route by 50% (11 minutes compared to the 22 minutes in which the journey was being made). It will also reduce CO_2 emissions through reduced use of private transport while decongesting traffic in southern Oslo at peak times of day. In addition, the use of this new infrastructure will make it possible to increase the capacity of rail traffic arriving to and departing from Oslo.

OHL INDUSTRIAL

In 2017 Industrial continued with the process of its integration with the Construction division, with which it has significant synergies (e.g. mining sector), with a view to training in Engineering and Construction.

COMPLETION AND OPTIMISATION OF EPC PROJECTS ALREADY CONTRACTED

In Mexico, where, in recent years Industrial has carried on most of its activity, the completion of the Cydsa II 60-MW cogeneration plant in Coatzacoalcos is noteworthy. To this are added the two completed project management contracts for the gas pipelines of the Ramones north and south segments.

Also in Mexico and for Pemex, the Company completed, from a mechanical standpoint, a sulphur solidification plant; and by the end of 2017, it had practically completed (99.4%) of the 30-MW cogeneration plant at the Madero refinery, for which early completion was requested.

In addition, the Degollado pumping station and the Cadereyta hydrogen generation plant are also in the final mechanical phase. In addition, the Empalme I 770-MW combined cycle plant in Sonora, which Industrial executed for CFE during 2017, is scheduled to be provisionally accepted in 2018.

In Guatemala, Industrial brought the 55-MW Xacbal hydroelectric plant into service in the fourth quarter of 2017. In Colombia, the construction of the cement plant for the company Ecocemento, in which the Molins Group holds a stake, is proceeding, with an estimated production of 3,150 tonnes of cement per day.

In Jordan, Industrial is constructing a storage terminal for oil-based products, which is scheduled to be completed in 2018. In addition to this initiative, there are two solar PV projects in the country for Al Mafraq Empire; and in Oman, the Group is carrying out the condensate recovery unit for the state-owned company PDO, which will be completed at the beginning of 2018, as well as performing the cycle closure of Saih Rawl.

OUTLOOK

Mining and cement

The worldwide recovery of the raw materials sector is making it possible to redirect part of Industrial's commercial objective towards mining projects in international markets. This triggered, in 2017, commercial activities with the large mining undertakings from Chile (Codelco) and Peru (CB Holdings or Brocal).

Renewable energies

The Middle East and Latin America are becoming target markets for the development of renewable energy projects (mainly solar PV and wind power). In this regard, of particular note is the obtainment, at the beginning of 2017, of the renewable energy projects in Jordan for Fotowatio, a recurring customer of Industrial.

Operation and Maintenance

The aforementioned activities will be complemented by the opportunities identified in the areas of O&M, as well as those of industrial services, in the home markets in which the Company operates.

Fire safety systems

In 2017 reduced activity was maintained in the adaptation of the nuclear sector in Spain. However, greater activity was detected in the field of fire safety systems inspection,

which would make it possible to increase the commercial demand for these services and comply with market requirements and the legislation in force in this area.

MOST SIGNIFICANT AWARDS

The main contracts in Industrial amounted to EUR 150 million in 2017 and reflect the new approach described above.

To the two solar PV projects in Jordan for Fotowatio, amounting to EUR 68.3 million, are added the Shauhindo mining crushing project (Peru) totalling EUR 17 million and the transport and crushing machinery for Power Machines (Vietnam) amounting to EUR 15.6 million. To this must be added the EUR 23 million derived from fire safety business in Spain and Mexico, and EUR 27 million achieved through the activity of O&M and industrial engineering carried out in habitual industrial markets in Latin America, especially in Chile.

Success stories

Valiente wind farm. Gurrea de Gállego, Huesca, Spain

The Group will be responsible for the engineering, civil engineering works and power evacuation infrastructure of the Valiente wind farm. The facility will be fitted with ten 2.0-MW G114 WTGs and has a total rated capacity of 20 MW.

In its construction and design, measures will be applied to minimise the environmental impact, resulting in significant savings in emissions compared to other technologies, which will in turn have an effect on the protection of native species and respect and guarantee the continuity of agricultural activity in the area. In addition, the project will encourage local employment during its construction and operation phases. This is the first project of its kind to be built in this area, after the energy reform, and it will be the first of several projects planned for construction in the region next year.

OHL SERVICES

In 2017 Services followed a recovery trend in the Spanish market while continuing to make progress in its internationalisation in countries such as Mexico and Chile.

As regards the division's activity, the year was used to consolidate the activities in the urban services area, thanks to the incorporation of new contracts in cities where no such work was being carried out: Huelva, Granollers and Bilbao, which exceed EUR 25 million.

On the other hand, the cleaning sector, with EUR 9,970 million managed in Spain, experienced growth of 1.8% compared to 2016; and for 2018 and 2019 growth is expected to be slightly below 2%.

The building maintenance sector generated revenue of EUR 8,170 million, and registered an increase of 1.7% with forecast growth of 1.7% and 1.6% for 2018 and 2019, respectively.

The urban services market in 2017 confirmed the slight increase experienced in 2016, after five consecutive years of declines. It generated revenue of EUR 5,475 million, 2% up on 2016, when the change was 1.4%. Growth is expected to be around 2.5% in 2018.

In the home-based care services sector, it is expected that business will increase by 2.9% in 2018, reaching EUR 1,500 million.

Despite this incipient improvement in the markets in which Services operates, profitability in these sectors has fallen. Particularly significant was the loss of profitability due to the political instability in Catalonia. Even so, the Company's billings were higher than those of the leaders in the sector, rising 13% from EUR 175 million in facilities management to EUR 198 million. Billings in urban services (EUR 39 million) also grew by 56% compared to 2016, consolidating the strong growth in this activity that generates a higher operating margin.

OHL Services maintained its EBITDA in 2017 in Spain, rising from 1.3% to 1.5%, despite the reduction in profitability experienced by leading companies in the sector, thanks to the division's significant effort in terms of reducing structural costs.

CONTRACTS AND BACKLOG

In terms of contracts, Services achieved revenue of EUR 237.7 million in 2017, consisting of a backlog of EUR 355.8 million, equal to 18 months, well above the average for comparable companies in the sector.

NEW CONTRACTS AWARDED IN 2017

With a backlog of more than 500 contracts in force, of particular note in the various business lines are the following:

Cleaning

- Cleaning service for Metro de Madrid stations. Lot 4 (lines 8 and 10) for EUR 26.0 million (48-month period).
- General cleaning services and related services at the Ministry of Defence facilities (includes all offices in Extremadura, Andalusia and Murcia) for EUR 21.4 million (24-month period).
- Comprehensive cleaning service for local buildings and offices of the Spanish Government, located in the Community of Madrid, for EUR 15.6 million (30-month period).

Social and health care sector

- Management and administration of the Fortpienc municipal assisted residence and day centre. Barcelona City Council for EUR 8.7 million (24-month period).
- Management under a concession arrangement of the "Mossen Vidal i Aunos" residence and day care centre, Department of Welfare and Family, Barcelona. Catalonia Autonomous Community Government, for EUR 4.0 million (24-month period).

Maintenance

- Maintenance, repair and conservation contracts in several districts of the Madrid City Council, for EUR 11.5 million (period between 12 and 24 months).
- Maintenance service of the administrative buildings of the Galicia Autonomous Community Government and the energy supply of the administrative complex of San Caetano, for EUR 6.7 million (28-month period).

Urban services

- Street and beach cleaning service in the municipalities of Isla Cristina and Cartaya, Huelva, for EUR 10.4 million (48-month period).
- Service for the conservation of green and wooded areas in several districts of Torrejón de Ardoz, Madrid, for EUR 8.7 million (48-month period).

OUTLOOK

Cleaning

The sector has shown moderate growth in Spain, thanks to the increase in GDP. Services has consolidated itself in the public sector and is beginning its expansion in the private sector with an extension to more specialised sectors, such as industrial, transport, hospitality, retail or food.

Social and health care sector

This sector has a positive growth outlook thanks to family spending power and greater dynamism as regards public-sector contracts.

Building maintenance

There is a marked improvement in this market in terms of investment. It is expected that the brand will be consolidated in this sector through geographical positioning, with the aim of continuing to grow in the energy efficiency sector and incorporating it into new areas such as public lighting and the industrial environment.

Energy efficiency

Worthy of note are the new criteria for calculating the debt relating to the investments made in contracts for public authorities through energy service companies and the new Public Procurement Law.

OHL Services will continue to back:

- Efficiency in buildings and facilities.
- Street lighting, in medium-sized towns.

Urban services

This sector will continue to base its development on strong competition due to the extension of the deadline for the resolution of public tenders.

One of the main challenges for this year is the entry into the activity of waste treatment that closes the urban management cycle.

Management improvements

Measures aimed at improving the profitability of contracts and reducing management risks include:

- Improvement of processes in the commercial area, introducing the use of a CRM (Customer Relationship Management) in the commercial process of planning the sales process, preparation of the offer, follow-up of the commercial action and analysis of results.
- Strengthening of risk management with the implementation of the due diligence review process and analysis of relations with third parties, and the implementation of actions to reduce accidents at work and absenteeism, among others.

Success stories

Responsible residence management Residència i Centre de Dia Fort Pienc. Barcelona, Spain

The OHL Group's commitment to the well-being of society is evident, among other aspects, in its management of homes for the elderly, distinguished with the Joint Commission International (JCI) accreditation, awarded to UTE OHL Servicios-Ingesan and Mensajeros de la Paz, responsible for the Fort Pienc Residence and Day Care Centre of the Barcelona City Council. It acknowledges compliance with the requirements of quality of care, safety in high-risk medication, reducing the risk of infections associated with health care or reducing the risk of injury to residents caused by falls.

Complementarily, the centre carried out projects aimed at making the elderly socially visible and promoting intergenerational exchange. The *Viure millor a casa (Living better at home)* programme is of particular note, as it provides professional advice at home to users of day centres in order to inform them about mobility techniques, patterns of stimulation in daily life, the elimination of architectural barriers and the day-to-day life of people in a situation of dependency and their families. Also, in order to promote generational exchange, residents and users of the day centre share weekly leisure time with students from the children's education centre and the El Tren de Fort Pienc municipal nursery school.

Furthermore, the *Bici sense edat (Cycling without age)* activity has also been carried out at the centre, organised by the Barcelona City Council and has been used to promote the ability of older people to ride a bicycle, thanks to the use of electric tricycles.

OHL DEVELOPMENT

In 2017 the division continued to develop its activity with the aim of entering into preliminary phase projects and, at the same time, disinvesting in those projects that have reached a sufficient degree of maturity to capitalise on value creation.

SIGNIFICANT ACTIVITIES IN 2017

Inclusion of an investor in the Mayakoba tourism development hotel projects

Located 10 km from Playa del Carmen, in an area of approximately 240 hectares, stands Mayakoba, a tourism development that boasts four hotels in operation, operated by some of the most prestigious international hotel chains, all of them in the 5 star luxury category: Fairmont (401 rooms), Rosewood (128 rooms), Banyan Tree (132 rooms) and Andaz (213 rooms), as well as the El Camaleón golf course, designed by Greg Norman and the only one to host, until 2017, an official tournament of the prestigious circuit PGA outside the USA and Canada.

In September 2016, a market survey process began that culminated in the first quarter of 2017, after completing the transaction with the Mexican investment group RLH Properties, S.A.B. de C.V. (RLH).

The transaction consisted of the acquisition by RLH of an 80% stake in the share capital of the companies owning the Rosewood Mayakoba and Fairmont Mayakoba hotels, as well as 51% of the share capital of the companies owning the Banyan Tree Mayakoba, Andaz Mayakoba and the El Camaleón golf course. This heterogeneity in the divestment of investments is due to the different levels of maturity achieved, with greater divestment in the more mature assets.

Celebration of the 11th Anniversary of the OHL Classic at Mayakoba

In November 2017, the 11th OHL Classic at Mayakoba, the only PGA Tour sponsored and named by the Group, was hosted by the El Camaleón Golf Course. The tournament featured a field of 132 players and was won by the American Patton Kizzire.

Progress of the Ciudad Mayakoba projects

In 2017 Ciudad Mayakoba continued to make progress in its consolidation in the Playa del Carmen real estate market, in its different projects -Mayakoba Trails, Lagunas de Ciudad Mayakoba and Jardines de Ciudad Mayakoba-.

In addition, agreements were reached in 2017 to launch additional projects for the global development and consolidation of Ciudad Mayakoba: La Ceiba de Ciudad Mayakoba, houses of innovative design that will begin to be marketed in February 2018; Altos de Ciudad Mayakoba, characterised by having 100% vertical, medium-high level housing, which will foreseeably be launched commercially in February 2018; and Mayakoba Country Club, the most relevant and largest project in all of Ciudad Mayakoba, with more than 500,000 m^2 of single-family and multi-family lots for sale. This large medium-high and high housing project will begin to be sold commercially in 2018.

Awards and prizes In 2017 Ciudad Mayakoba participated again in the Habitat III congress, organised by the UN, an event of the utmost importance that takes place every 20 years and is a meeting point and discussion point for determining urban development policies for the next two decades. Ciudad Mayakoba was invited as a model of planned community development in tourism development centres, and as an example of joint participation between business, government and UN-Habitat in the generation and management of public spaces that integrate the community.

Progress at Centro Canalejas, Madrid

Throughout 2017 and after the inclusion of Mohari Ltd as a new shareholder in the capital of the project in March, the progress of Centro Canalejas, Madrid continued in accordance with the action plan, with the aim of opening to the public in mid-2019.

The project has all the necessary permits for the completion of the works, and the City Council approved the Special Plan for Underground Transport Infrastructure of Sevilla-Canalejas, which provides a solution to the entrances and exits, both for parking and loading and unloading of Centro Canalejas, Madrid.

At the end of 2017 sales of the Canalejas Commercial Gallery and the residences started, and has been warmly received.

Progress on the Old War Office project

There were many and very important achievements in 2017 in the Old War Office project that Development is carrying out in London, together with the Hinduja Group.

First of all, there is a binding proposal for the financing of the project, in addition to the design and urban procedures with the incorporation of two interior design firms of the highest international prestige.

In February 2017 the City Council approved the project and in July the final agreement was signed with it and the Directorate General of Historical Heritage, which consolidated all approvals in addition to the changes of use and all the necessary urban planning requirements. Worthy of note is the substantial increase in built surface area, which improves the economic viability of the project.

2017 was also very important in terms of defining the various businesses to be developed in the building. The first major milestone was the selection and signing of contracts with the hotel operator Raffles. Once the partner had been selected, every effort was made to define the best strategy for the residential component.

Construction work has now commenced. Certain preliminary tasks (soft strip) were started in December 2016 and in July 2017 the contractor was selected to execute the first work package (demolition, excavation and structure). Work commenced in October and, in parallel, the selection process for the general contractor was initiated, which is expected to end in 2018.

Success stories

Jardines de Ciudad Mayakoba. Ciudad Mayakoba. Playa del Carmen, Mexico.

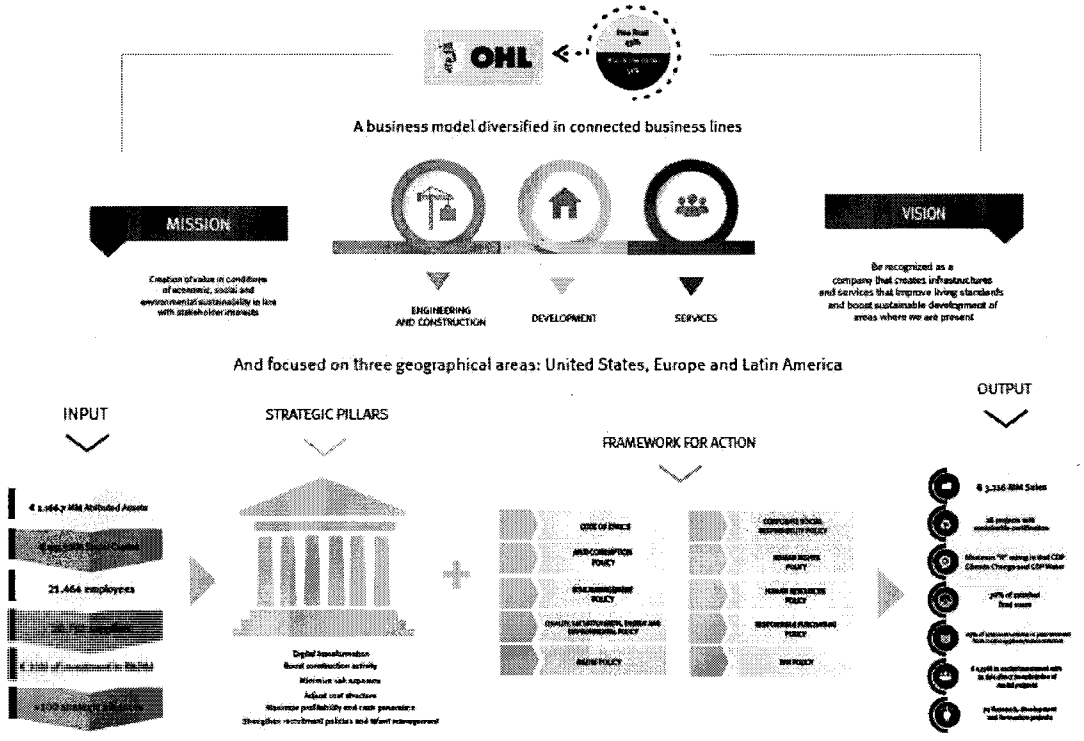
In the vicinity of Playa del Carmen, in the Riviera Maya, lies Jardines de Ciudad Mayakoba, an innovative residential project of affordable and protected housing located in a natural environment of 38.7 ha. Its use is intended for personnel who work in

hotels at the Mayakoba complex, with the aim of helping to reconcile work and personal life, and to prevent them from travelling for up to three and four hours a day.

Jardines de Ciudad Mayakoba is part of the Ciudad Mayakoba development, an initiative managed by the Group through Development. It will house residences and educational, hospital, commercial, cultural, and sports services, extensive green areas, biological corridors and pedestrian and bicycle paths. It will also have a golf course and a large 10 ha metropolitan park.

The first phase, currently under development, includes the construction of 3,576 dwellings that correspond to five models of houses and flats, with an extension that ranges from 45 m^2 to 98 m^2, distributed in two, three and four heights. Its surroundings are characterised by a neighbourhood park of 11,459 m^2, a basic commercial area and 5.36 hectares of green areas.

Chapter III.- Generating value



a) Financial value

As a result of the decision to sell all the shares of OHL Concesiones, this business is presented as a discontinued operation, and the profit or loss of this operation and that corresponding to non-controlling interests are presented separately in the consolidated statement of profit or loss, with the adjustment of the figures for 2016. Also, in the consolidated balance sheet the non-current assets and liabilities of this operation are presented as discontinued operations.

I.- Statement of profit or loss

	2017	2016*	Var. (%)
Revenue	**3,216.4**	**3,342.4**	**-3.8%**
Other operating income	166.8	181.5	-8.1%
Total operating income	**3,383.2**	**3,523.9**	**-4.0%**
% of sales	105.2%	105.4%	
Operating expenses	-2,600.4	-3,245.4	-19.9%
Staff costs	-839.3	-854.8	-1.8%
Gross loss from operations	**-56.5**	**-576.3**	**-90.2%**
% of sales	-1.8%	-17.2%	
Depreciation and amortisation charge	-73.4	-100.3	-26.8%
Period provisions	-2.8	-29.4	-90.5%
Loss from operations	**-132.7**	**-706.0**	**-81.2%**
% of sales	-4.1%	-21.1%	
Finance income	35.5	24.7	43.7%
Finance costs	-86.4	-93.1	-7.2%
Changes in fair value of financial instruments	32.6	-74.0	-144.1%
Exchange differences	-26.8	8.4	-419.0%
Impairment and gains or losses on disposals of financial instruments	-1.5	99.1	-101.5%
Financial loss	**-46.6**	**-34.9**	**33.5%**
Result of companies accounted for using the equity method	-45.5	-148.9	-69.4%
Loss before tax	**-224.8**	**-889.8**	**-74.7%**
% of sales	-7.0%	-26.6%	
Income tax	7.3	32.1	-77.3%
Loss for the year from continuing operation	**-217.5**	**-857.7**	**-74.6%**
% of sales	-6.8%	-25.7%	
Profit for the year from discontinued operations net of tax	497.6	622.3	-20.0%
Consolidated profit/loss for the year	**280.1**	**-235.4**	**-219.0%**
% of sales	8.7%	-7.0%	
Profit attributable to non-controlling interests	-292.2	-197.0	48.3%
Loss attributable to the Parent	**-12.1**	**-432.4**	**-97.2%**
% of sales	-0.4%	-12.9%	

Millions of euros.

*Restated.

The Group's revenue in 2017 amounted to EUR 3,216.4 million, down 3.8% from 2016, due largely to the decrease in Construction activity.

The Engineering and Construction Division obtained revenue of EUR 3,168.2 million in 2017, which represents a decrease of 1.4% and accounts for 98.5% of the Group's total revenue.
OHL's main line of business after the discontinuation of the Concessions business is that relating to the Construction division, whose sales of EUR 2,660.7 million represent 82.7% of total sales and a drop of 4.1% with respect to 2016, due mainly to the fall in activity in the US and the delay in the commencement of concession projects in Latin America.
The revenue of the Development Division, which accounts for a comparatively much smaller 1.5% of total sales, decreased by 63.2% with respect to 2016, principally as a result of the sale in April and May 2017 of the hotel companies and the El Camaleón golf course in Mayakoba (Riviera Maya, Mexico). In like-for-like terms, sales would be virtually unchanged between periods.
In 2017 77.3% of revenue was generated outside Spain, as compared with 78.4% in 2016.
As regards the distribution of sales by geographical area, the US and Canada represent 34.7% of the total, Spain 22.7%, Central and Eastern Europe 8.4% and Mexico 8.3%.
Total operating income amounted to EUR 3,383.2 million in 2017, a drop of 4.0% with respect to 2016.
EBITDA totalled EUR -56.5 million in 2017, -1.8% of revenue.
May 2017 saw the ratification of the collective redundancy agreement between OHL, S.A. and OHL Industrial, S.L. and the workers' representatives that led to the elimination of 457 jobs. The estimated expenses associated with this and other similar collective redundancy procedures, amounting to EUR 40.1 million, and the loss of EUR 36.4 million on the Gustavo Fricke Hospital project in Chile were deducted from EBITDA. Disregarding these two effects, EBITDA totalled EUR +20.0 million.
Substantially all of the Group's positive EBITDA was generated outside Spain, primarily in Mexico and the US.
EBIT amounted to EUR -132.7 million, although without the effect of the collective redundancy procedure mentioned above and other similar procedures it would have totalled EUR -56.2 million.
Finance income minus finance costs totalled EUR -50.9 million in 2017, the improvement with respect to the EUR -68.4 million recorded in 2016 being due to lower average interest rates in 2017.
The gross recourse borrowings amount to EUR 68.0 million.

Main disposals of investments in companies

The most significant disposals of ownership interests in companies in 2017 were:

- On 7 April 2017, 17.5% of the shares of Centro Canalejas Madrid, S.A. were sold.

- On 28 April 2017, a 51% ownership interest in the hotel companies and El Camaleón golf course in Mayakoba was sold, and on 18 May an additional interest of 29% in two of the hotel companies (Fairmont and Rosewood), also in Mayakoba, was sold.

The following table details the impact on each statement of profit or loss line item:

2017	Canalejas	Mayakobá	Total
Selling price	**78.8**	**186.9**	**265.7**
Impact on profit or loss			
Exchange differences	-	38.3	38.3
Changes in fair value of financial instruments	-1.8	0.8	-1.1
Result of companies accounted for using the equity method	-	-11.6	-11.6
Impairment and gains or losses on disposals of financial instruments	33.4	-24.7	8.7
Total impact on profit or loss	**31.6**	**2.7**	**34.3**

Millions of euros.

2016	Construction concession operators
Selling price	**142.0**
Impact on profit or loss	
Exchange differences	-
Changes in fair value of financial instruments	-77.9
Result of companies accounted for using the equity method	-
Impairment and gains or losses on disposals of financial instruments	90.9
Total impact on profit or loss	**13.0**

Millions of euros.

The **changes in fair value of financial instruments** amounted to EUR 32.6 million due to the effect of the increase in the value of the foreign currency derivatives. In 2016 EUR -74.0 million were recorded, due mainly to the sale of Construction concession operators that incurred losses as a result of the revaluation of derivatives associated with those assets.

Exchange differences amounted to EUR -26.8 million in 2017, a negative change with respect to the EUR 8.4 million recognised in 2016.

In addition, in 2017 the exchange differences included EUR +38.3 million as a result of the sale of the Mayakoba companies, which partially offset the negative effect of the transactions mainly in Qatari reals, Canadian dollars and Algerian dinars.

The **impairment and gains or losses on disposals of financial instruments** amounted to EUR -1.5 million and include mainly EUR +8.7 million relating to the principal divestments indicated above, plus an impairment loss of EUR -10.0 million on the shares of Banco Popular, S.A. owned by the Group.

The figure in 2016 included the gain of EUR +90.9 million on the sale of the construction concession operators.

The **result of companies accounted for using the equity method** totalled EUR -45.5 million in 2017 and includes most notably the loss arising from the revaluation of the ownership interest retained in Mayakoba, amounting to EUR -11.6 million, and the loss of EUR -26.7 million of the

consortium carrying out the Toronto subway project. It should be noted that in 2016 a loss of EUR 149.4 million was recognised in relation to the Centre Hospitalier de l'Université de Montréal (CHUM) construction project.

The **loss before tax** amounted to EUR -224.8 million in 2017.

Income tax totalled EUR 7.3 million in 2017, reflecting an effective tax rate of 27.7%, as compared with 27.9% in 2016.

This rate was calculated by eliminating the results of companies accounted for using the equity method and other items without any tax effect, and it must be taken into consideration that the Group does not recognise tax assets if it is not certain that they will be recovered. The change in tax rates in the US had practically no effect on the Group.

The **profit for the year from discontinued operations net of tax** relates to the Concessions activity and amounted to EUR 497.6 million in 2017, as compared with EUR 622.3 million in 2016. The detail of the main aggregates is shown in the Appendices.

The**profit attributed to non-controlling interests** amounted to EUR 292.2 million, of which EUR -0.4 million relate to **continuing operations** and EUR 292.5 million to **discontinued operations**.

The loss attributable to the Parent totalled EUR -12.1 million in 2017. Disregarding the impact of the collective redundancy procedure, legacy projects and other effects, totalling EUR -76.5 million, plus other impairment losses on financial assets, amounting to EUR -10.0 million, it would totalled EUR 74.4 million, 2.3% of revenue.

II.- Balance sheet

	31/12/2017	31/12/2016	Var. (%)
Non-current assets	**1,665.3**	**8,589.0**	**-80.6%**
Intangible assets	243.9	287.0	-15.0%
Concession infrastructure	66.8	6,439.6	-99.0%
Property, plant and equipment	212.1	257.0	-17.5%
Investment property	73.3	66.8	9.7%
Investments accounted for using the equity method	303.1	513.6	-41.0%
Non-current financial assets	501.0	402.9	24.3%
Deferred tax assets	265.1	622.1	-57.4%
Current assets	**10,543.2**	**4,331.3**	**143.4%**
Non-current assets classified as held for sale and discontinued operations	8,023.6	492.0	1530.8%
Inventories	152.4	211.9	-28.1%
Trade and other receivables	1,753.5	2,103.2	-16.6%
Other current financial assets	140.1	663.5	-78.9%
Other current assets	39.4	42.8	-7.9%
Cash and cash equivalents	434.2	817.9	-46.9%
Total assets	**12,208.5**	**12,920.3**	**-5.5%**
Equity	**4,183.3**	**4,042.9**	**3.5%**
Shareholders' equity	**2,918.0**	**3,027.9**	**-3.6%**
Share capital	179.3	179.3	0.0%
Share premium	1,265.3	1,265.3	0.0%
Reserves	1,485.5	2,015.6	-26.3%
Loss for the year attributable to the Parent	-12.1	-432.3	-97.2%
Valuation adjustments	**-751.3**	**-588.2**	**27.7%**
Equity attributable to the Parent	**2,166.7**	**2,439.7**	**-11.2%**
Non-controlling interests	**2,016.6**	**1,603.2**	**25.8%**
Non-current liabilities	**1,124.1**	**5,453.9**	**-79.4%**
Government grants	2.2	2.1	4.8%
Long-term provisions	50.1	199.4	-74.9%
Non-current bank borrowings*	893.5	3,777.1	-76.3%
Other non-current financial liabilities	4.4	53.0	-91.7%
Deferred tax liabilities	139.5	1,246.3	-88.8%
Other non-current liabilities	34.4	176.0	-80.5%
Current liabilities	**6,901.1**	**3,423.5**	**101.6%**
Liabilities associated with non-current assets classified as held for sale and discontinued operations	4,141.7	220.0	1782.6%
Short-term provisions	225.4	298.2	-24.4%
Current bank borrowings*	680.7	615.2	10.6%
Other current financial liabilities	4.7	7.1	-33.8%
Trade and other payables	1,614.9	1,915.4	-15.7%
Other current liabilities	233.7	367.6	-36.4%
Total equity and liabilities	**12,208.5**	**12,920.3**	**-5.5%**

* Including bank borrowings and bond issues.

Millions of euros.

The detail of the main headings in the consolidated balance sheet as at 31 December 2017 and of the changes therein with respect to 31 December 2016 is as follows:

Concession infrastructure: this line item includes all of the Group's concession infrastructure. The balance of EUR 66.8 million at 2017 year-end represents a decrease of EUR 6,372.8 million with respect to 31 December 2016, due largely to the transfer to "Non-Current Assets Classified as Held for Sale and Discontinued Operations" of the assets of the Concessions Division, which at 31 December 2016 amounted to EUR 6,386.3 million.

At 31 December 2017, the main concession operator was Sociedad Concesionaria Aguas de Navarra, S.A., contributing a balance of EUR 66.2 million to this line item.

Investments accounted for using the equity method: the balance of EUR 303.1 million at 2017 year-end represents a decrease of EUR 210.5 million with respect to 31 December 2016, due largely to the transfer to "Non-Current Assets Classified as Held for Sale and Discontinued Operations" of the companies in the Concessions Division, which at 31 December 2016 amounted to EUR 296.4 million.

Non-current assets and liabilities classified as held for sale and discontinued operations: At 31 December 2017, these line items related to the assets and liabilities of the companies in the Concessions Division in the process of being sold.

At 31 December 2016, these line items related to the assets and liabilities of the hotel companies and the El Camaleón golf course in Mayakoba that were in the process of being sold, with the sale ultimately taking place in April and May 2017.

Trade and other receivables: at 31 December 2017, the balance of this line item amounted to EUR 1,753.5 million, accounting for 13.9% of total assets.

Progress billings receivable and amounts to be billed for work performed represented 80.4% of the total "Trade and Other Receivables" balance and amounted to EUR 1,410.8 million (5.4 months of sales).

The balance relating to the projects the revenue from which was re-estimated in 2016 (legacy projects) accounted for 14.0% of the balance at 31 December 2017 (31 December 2016: 14.7%).

The balance of "Trade and Other Receivables" was reduced by EUR 40.8 million (31 December 2016: EUR 53.3 million) in relation to trade receivables factored without recourse (which is why they were deducted from the balance).

The **Equity attributable to the Parent** amounted to EUR 2,166.7 million at 31 December 2017, which represents 17.2% of total assets and a decrease of EUR 273.0 million with respect to 31 December 2016, due to the net effect of:

- The decrease in the attributable profit for 2017, which amounted to EUR -12.1 million.
- The decrease in reserves of EUR 200.7 million arising from the translation of the financial statements in foreign currency, mainly of the Mexican companies.
- The increase of EUR 15.1 million in reserves due to the effect of the net fair value of the financial instruments transferred to profit or loss.
- The drop of EUR 2.5 million relating to treasury shares. At 31 December 2017, 12,531,939 treasury shares with a value of EUR 48.6 million were held.

- The decrease of EUR 72.2 million relating to other changes in reserves, due mainly to changes in the scope of consolidation.

Non-controlling interests: at 31 December 2017, this item amounted to EUR 2,016.6 million, relating substantially in full to the non-controlling interests of the discontinued Concessions business.

The balance was EUR 413.4 million higher than at 31 December 2016 due to the net effect of:

- The increase of EUR 292.1 million as a result of the profit for 2017 attributable to non-controlling interests.
- The decrease of EUR 233.9 million arising from the translation of the financial statements in foreign currency.
- The increase of EUR 2.0 million due to the effect of the remeasurement of financial instruments.
- The increase of EUR 399.4 million as a result of the sale of 24.01% of Concesionaria Mexiquense.
- The decrease of EUR 31.0 million relating to the Mayakoba hotel companies, which started to be accounted for using the equity method in 2017.
- The drop of EUR 15.2 million relating to other changes in the scope of consolidation.

Long-term provisions: the balance of EUR 50.1 million at 2017 year-end represents a decrease of EUR 149.3 million with respect to 31 December 2016, due largely to the transfer to "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations" of the companies in the Concessions Division. At 31 December 2016, the balance amounted to EUR 199.4 million, of which EUR 134.1 million related to Concessions.

Bank borrowings: the comparison of the bank borrowings at 31 December 2017 compared with those at 31 December 2016 is as follows:

Gross borrowings [1]	31/12/2017	%	31/12/2016	%	Var. (%)
Recourse borrowings	1,517.0	96.4%	1,519.9	34.6%	-0.2%
Non-recourse borrowings	57.2	3.6%	2,872.4	65.4%	-98.0%
Total	**1,574.2**		**4,392.3**		**-64.2%**

Millions of euros.

(1) The gross borrowings group together non-current and current bank borrowings, which include bank borrowings and bond issues.

Net borrowings [2]	31/12/2017	%	31/12/2016	%	Var. (%)
Recourse borrowings	943.5	94.4%	748.4	25.7%	26.1%
Non-recourse borrowings	56.4	5.6%	2,162.5	74.3%	-97.4%
Total	**999.9**		**2,910.9**		**-65.6%**

Millions of euros.

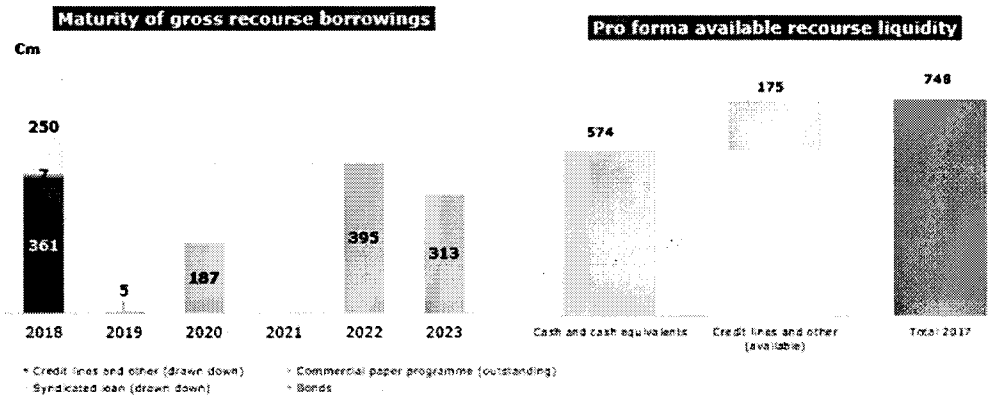
(2) The net borrowings comprise gross borrowings less other financial assets and cash and cash equivalents.

The gross recourse borrowings amounted to EUR 1,517.0 million at 31 December 2017, similar to the balance at 2016 year-end.

The net recourse borrowings amounted to EUR 943.5 million in 2017, up EUR 195.1 million on 2016. Worthy of mention is the significant inflow of cash

arising from the implementation of the Group's divestment plan, which partially offset the investments made and the operating needs of the various businesses.

The detail of the maturities of the Group's gross recourse borrowings and available recourse liquidity:



Recourse liquidity	31/12/17	31/12/16
Bonds	894.5	894.5
Commercial paper	6.7	9.4
Syndicated loan	250.0	250.0
Credit lines and other*	540.7	491.5
Recourse liquidity	**1,691.9**	**1,645.4**
Gross recourse borrowings	**1,517.1**	**1,519.9**
Available recourse financing	174.8	125.5
Cash and current financial assets	573.6	771.5
Net recourse liquidity	**748.4**	**897.0**

Millions of euros.

* Including EUR 190.0 million relating to the revolving credit line of the multiproduct syndicated financing.

The Group's drawable recourse funds amounted to EUR 1,691.9 million.

The Group's recourse liquidity, measured as cash and cash equivalents and available recourse financing, amounted to EUR 748.4 million.

56.8% of the total gross bank borrowings falls due at long term and the remaining 43.2% matures at short term.

Following the transfer to "Liabilities Associated with Non-Current Assets Classified as Held for Sale and Discontinued Operations" of the gross borrowings relating to the Concessions Division, the gross non-recourse bank borrowings amounted to EUR 57.2 million, only 3.6% of the total gross borrowings.

The Group's financial risk management is explained in Note 4.2.1. to the consolidated financial statements.

III. Shareholder and investor relations in 2017

STOCK MARKET INFORMATION

OHL's share performance was positively affected in 2017 by the asset rotation carried out, by the launch and settlement of the OHL México IPO and by the signing of an agreement with IFM for the sale of all the shares of OHL Concesiones.

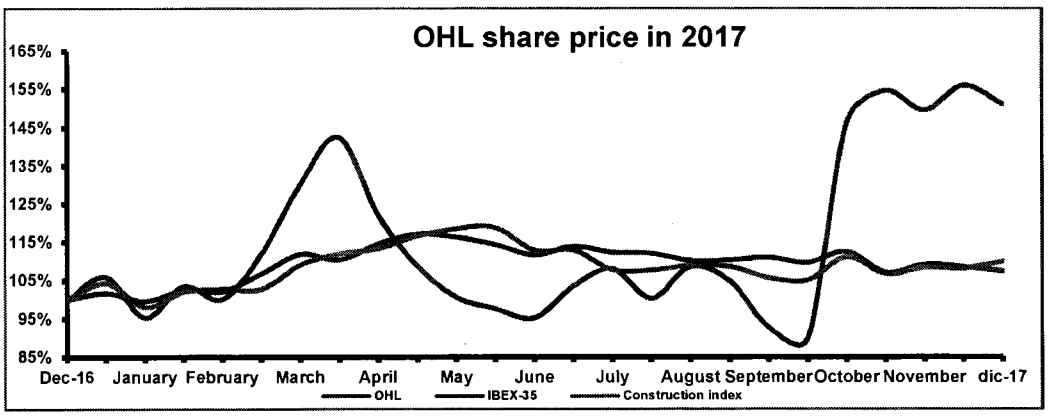
OHL on the Spanish Stock Market Interconnection System:

OHL on the stock market

OHL stock market indicators in 2017:

OHL, S.A.	31/12/2017
OHL closing Price	4.981
YtD performance of OHL share price	51.168%
High	5.455
Low	2.300
Average price	3.935
Treasury shares	12,531,234
Value of treasury shares	62,418,077
Treasury shares as % of OHL share capital	4.194%
Total number of OHL shares	298,758,998
Par value of OHL share capital	179,255,399
Par value per share	0.60
Market capitalisation (Millions of euros)	1,488
Number of shares traded in the year	643,366,934
Number of shares traded daily in the year	2,523,008
Shares traded as a % of total shares	215.3%
Annual turnover	2,531,582,262
Average daily turnover	9,927,774
Total days traded	255
Ibex - 35 index	10,043.9
YtD performance of Ibex 35 index	7.4%
Spanish construction index	1,443.4%
YtD performance of construction index	9.9%
Gross dividend paid in the year	-
Net dividend paid in the year	-

Source: Bolsas y Mercados Españoles and Bloomberg.



- Price (2017 closing price and change with respect to 2016: high, low and average), shares traded, turnover, days traded and average daily turnover.
- Share capital of the Company and number of ordinary shares.
- Treasury shares at year-end and par value.
- Share performance of OHL and of the construction industry in 2017.

At 31 December 2017, the share capital of OHL, S.A. amounted to EUR 179,255,398.8, represented by 298,758,998 shares of EUR 0.6 par value each, all of the same class and series. The share price of OHL S.A. was EUR 3.295 per share at the beginning of 2017. The share price increased by +51.2% over the year, closing at EUR 4.981 per share.

In 2017 the share price reached a high of EUR 5.455 per share, a low of EUR 2.300 per share, and the average price for the period being EUR 3.935 per share.

At 31 December 2017, OHL S.A. held 12,531,234 treasury shares, i.e., 4.194% of the Company's current share capital, which at the closing market price amounted to EUR 62.4 million. In 2016 a total of 643,366,934 shares were traded on the stock market (215.3% of the total shares admitted for trading) with an average daily volume of 2,523,008 shares.

The performance of the Ibex-35 and construction indexes in Spain was more modest during the period, with increases of +7.4% and +9.9%, respectively.

Historically, until 2016 OHL had a pay-out of 25% of the recurring net profit. In 2016 the Group, due to the re-estimation of the final objectives of several Construction projects due to the negative evolution of the situation of various claims and of the Industrial Division, incurred a significant loss, as a result of which no dividend was distributed.

At 31 December 2017, OHL S.A. owned 12,531,939 treasury shares, i.e., 4.195% of the Company's share capital (see Note 3.13 to the consolidated financial statements).

Although the activity of the Concessions Division is presented as a discontinued operation in the Group's consolidated financial statements, we detail in this section the information relating to the stock market performance of OHL México S.A.B. de C.V., a subsidiary of OHL Concesiones, S.A.U.

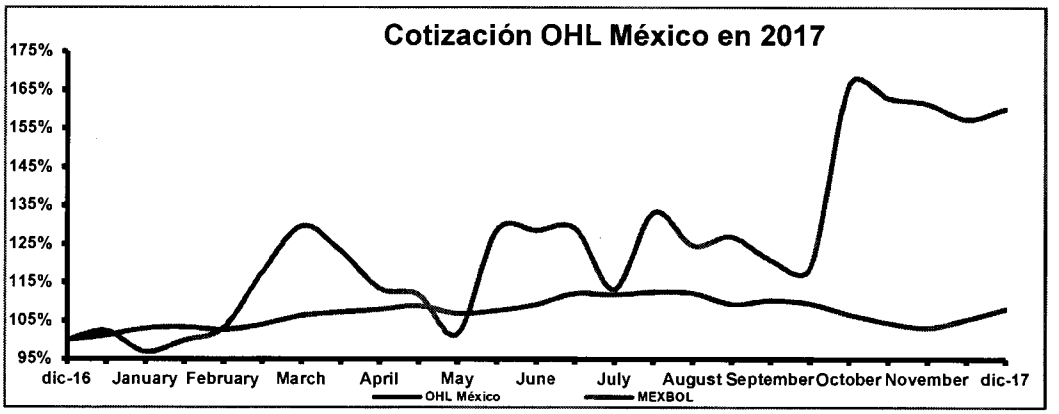
OHL México on the stock market

OHL México stock market indicators in 2017:

	31/12/2017
Closing price (Mexican pesos)	32.63
YtD performance	60.0%
Number of shares	1,732,185,269
Market capitalisation (Millions of Mexican pesos)	56,521.2
Value of 56.85% of OHL (Millions of euros)*	1,358.1

*EUR/MXN exchange rate 23.6612

Source: Blooomberg



- Share performance in 2017.
- OHL México share and S&P/BMV IPC market prices in 2017.
- Number of shares and par value.
- Market price at 31/12/17, market capitalisation in Mexican pesos at 2017 year-end.

The OHL Group, through its Concessions Division has a 56.85% stake in OHL México S.A.B. of C.V., which is listed on the stock market in Mexico and whose share price increased by +60.0%from the share price of MXN 20.39 at the beginning of 2017 to MXN 32.63 per share.

The performance of the OHL Mexico share price was positive for most of 2017, thanks in part to the takeover bid launched jointly by OHL Concessions and IFM.

It was in the last quarter of the year when the bid launched by the Australian fund IFM for OHL Concessions (the parent of OHL Mexico S.A.B. de C.V.) was made public that the share was at its strongest, close to MXN 35 per share in November 2017 (the low of around MXN 19 per share was seen at the beginning of February). The market capitalisation of OHL México at 2017 year-end was MXN 56,521,205,327.5.

At 31 December 2017, the share capital of OHL México S.A.B. de C.V. amounted to MXN 15,334,502 thousand, represented by 1,732,185,269 ordinary shares, all of the same class and series.

OHL bond issues currently outstanding in the market

OHL, S.A. currently has outstanding in the market three bond issues listed in London, the most relevant data at the end of the year being as follows:

Issuer	Maturity	Coupon	Outstanding balance	Price	YtM
OHL S.A.	March 2020	7.625%	187	101.855%	6.695%
OHL S.A.	March 2022	4.750%	395	101.263%	4.415%
OHL S.A.	March 2023	5.500%	313	102.834%	4.874%

Communication with shareholders, investors and analysts

- Main channels of communication and dialogue with shareholders, investors and analysts.
- New developments in 2017, if any.
- Most important communications in 2017.

The OHL Group has an Investor Relations Department at the corporate headquarters of the Group -Paseo de la Castellana 259-D, Torre Espacio, 28046 Madrid-, and at its subsidiary OHL México. These teams manage communication with shareholders, investors and analysts with a clear objective: maximum transparency with the dissemination of relevant information for these stakeholders.

To this end, the Group promotes various on-site meetings during the year (meetings with analysts, national and international roadshows, Investor Day and ad-hoc informative meetings) and offers several communication channels (e.g. the email account: relación.accionistas@ohl.es).

In 2017 several national and international roadshows were held (London, Paris and New York), and the Group also participated in various forums and seminars (e.g. Spain Investors Day 2017), and organised the traditional annual presentation of the Group's results for the year, together with the Annual General Meeting and Investor Day. These presentations, due to their importance, are always broadcast on the website so that they can be followed by the Group's various stakeholders.

Currently, around 15 financial analysts on the equities side and about 10 analysts on the fixed-income side (bonds) from various banks regularly monitor the OHL Group and the Investor Relations Department maintains ongoing communications with them in response to market needs.

Since 2011 OHL has made quarterly results presentations through conference calls in English, in which the Group's executive team answers the questions of the participants and establishes direct communication with the financial community, without vetoing questions of any kind.
Over the rest of the year communication with analysts, shareholders and investors is guaranteed through the email address: relacion.accionistas@ohl.es and the shareholder hotline +34 91 348 41 57.

b) Value for the customer

I.- Digital transformation

The infrastructure industry has been slower than others in adapting to new technologies and for many years has undergone few significant transformation processes. In today's global environment companies in the industry have to face bigger and more complex challenges and, therefore, technological and digital innovation are considered to be strategic pillars in the infrastructure field.
The OHL Group is prepared for this transformational process since innovation and technology have always been part of its culture, and the Group has been a pioneer for more than 20 years in the development of proprietary information technologies aimed at optimising its processes and giving it a competitive edge over its competitors.

OHL Group digitisation strategy

User experience
BIM methodology
Advanced Data
Analytics/Big Data
The Internet of Things
Augmented virtual reality

In this context, one of the main projects initiated in 2016 consists of implementing BIM methodology in the Company's construction processes. With this objective, a total of 27 pilot projects have been designed which started to be implemented in 2017 and from which it is expected that the first results will be obtained in 2018.

In 2017 these pilot projects focused on:

- Improving and completing the foundations for the Construction value chain, adapting OHL's operating processes and developing the appropriate technological platform to improve process efficiency and competitiveness in the various different phases of the project life cycle.
- Obtaining predictive and analytical capacity from the projects implemented by the Group in the past so that knowledge remains within a homogeneous platform that in turn allows the results of the experiences to be extrapolated to future projects.

Also, in 2017 work continued in the field of information security and privacy, with the adoption of various initiatives aimed at adapting the systems and processes to current and future legislation. The following initiatives are particularly worthy of mention:

- Adaptation to the new European General Data Protection Regulation (GDPR), with the aim of complying with this legislation and increasing the privacy of the Group's data.
- Implementation of the Information Security Risk Management processes, which facilitate better monitoring and treatment of the cybersecurity risks in the face of external threats and potential technological vulnerabilities.

II.- Innovative culture and R&D+i

The OHL Group embraces research, development and innovation as fundamental pillars of its strategy, aware of their importance in long-term value creation.

2017
Start-up of 22 R&D+i projects
Investment of EUR 10.2 million

2017 saw the continuation of the implementation of the 2016-2020 Strategic Innovation Plan. In addition, this plan covers both the technology and management fields.

PRIORITY R&D+I ACTIVITIES

In the civil engineering area, work was performed on the development of new construction solutions, especially for railways and maritime works.

Work in the emblematic building construction sphere focused mainly on development work and experimentation in the energy efficiency field.

In the industrial area, R&D focused on the development and validation of Fresnel-type thermosolar technology and on innovation in industrial system design.

Results that create value
12 patent families in 26 countries
Cubipod was distinguished with the Quality Award (QIA)
Signing of a new agreement for the construction of a Port in Denmark using Cubipod technology

INNOVATION MANAGEMENT MODEL

The implementation of a common innovation management model for the entire Company and the promotion of the culture of innovation among its employees have been basic principles of the OHL Group in its R&D+i activities.

In the promotion of intrapreneurship, innovative proposals have been gathered from all the lines of activity. Worthy of particular mention are those received through the programmes to facilitate the generation of innovative ideas:

- VI award for the + Innovative idea. Organised by the Group.
- V LIDERA! programme, organised by the Construction Division.

In addition, the Construction Division promoted the following models: open innovation, flexible development, collaborative intelligence, incubation of new businesses and improvement to intangible asset management.

Renewal of certification under the UNE 166 002 standard at the six companies.

Partnerships

+ 40 research centres and universities

14 countries

INDUSTRY BENCHMARKS IN R&D+i

In the commitment to play a leading role in identifying challenges and defining innovation policies, the OHL Group actively participates in various international groupings, including:

European Network of Construction Companies for Research and Development (ENCORD), the Spanish Technological Construction Platform (PTEC) and the SEOPAN R&D+i Commission, in the construction area.

II.- Quality management

OHL offers the best designs and services to respond to customers' needs.

Quality management at the OHL Group is based on processes and on managing risks and opportunities. It is implemented through a management system integrated with other areas and meets the requirements of the ISO 9001 international standard. Additionally, it has external quality standard certification for 75% of Sales.

Quality plans include control and specific assurance of the activity and location, as well as communication with customers and users, continuous improvement and innovation.

Particularly important factors in contract quality are the supervision of critical activities by specialised personnel, document management to guarantee fast and secure access to documentation and adequate coordination with suppliers.

2016-2020 Strategic Quality Lines

- Treatment of non-quality, as a tool for controlling and improving efficiency.
- Claims management, as an indicator of the degree of compliance.
- Customer satisfaction, as an indicator of excellence in the performance of projects and the provision of services.

Furthermore, OHL maintains dialogue with its customers and users and provides them with assistance through periodic meetings, the management of their claims and consultations regarding their degree of satisfaction. Other stakeholders such as government, analysts and investment groups are served through the website, periodic reports, email and telephone hotlines. All complaints from clients and users are processed by the channel through which they are received, and all are answered. The time periods and measures needed to resolve each case depend on the type of claim, although the Group maintains a firm commitment to ongoing information on the progress made.

Also, when assessing satisfaction, various resources are used, such as: interviews, questionnaires, market analysis, extension of contracts and services and new awards.

All employees and outside collaborators assume the quality of their activities as a working principle, as set forth in the Code of Ethics and corporate policies. The Group facilitates training, resources and technology to offer the best possible service.

Results in 2017

- The quality management systems are certified by 8 external entities such as: SGS, TUV Rheinland, BV, BSI, Aenor and JCI.
- 75% of sales certified, corresponding to markets and customers.
- Almost 400 days of quality audit without any serious breaches.

Customer satisfaction rate: 7.9/10 78% of end users consider themselves satisfied and 73% would recommend working with the OHL Group.

0.54 claims per million euros of Construction sales. The average response period is 4 days and the average resolution period is 17 days.

Satisfaction was measured on the basis of the result obtained from quality surveys for certain customers of the Construction, Industrial and Development Divisions. The figures were not weighted on the basis of the sales of each company.

The customer satisfaction measurement figure for the Construction Spain Division relates to 2016.

IV.- Supply chain

Key purchasing indicators of the OHL Group

	Number of suppliers	Total volume of the expense (M EUR) relating to purchases from suppliers/subcontractors made in the year	Total volume of the expense (M EUR) relating to purchases from local (same country) suppliers/subcontractors
US and Canada	3,280	1,338.5	521.4
Spain	4,958	231.6	204.2
Europe	6,657	407.3	302.0
Latam	5,231	596.0	595.2
Other countries	666	140.7	93.5
Total	**20,792**	**2,714.2**	**1,716.4**

Responsible supply chain management

The quest for global synergies in hiring and the establishment of a collaborative network among projects that allows information to be shared on suppliers and subcontractors are fundamental aspects for OHL. To this end, framework agreements of a global nature are being prepared in the Construction Division with a view to achieving economies of scale at Group level.

In this scenario, the Code of Ethics, the Anti-corruption Policy, the Responsible Purchasing Policy and the internal Purchasing regulations continue to be the main pillars of supply chain management at the OHL Group.

All contracts include a clause on compliance with the Code of Ethics, and knowledge and compliance with the ten Principles of the Global Compact. Also, under the supplier accreditation requirements, suppliers must not have been adjudged in a final decision to have breached of any of these Principles during the last three years.

These policies governing the supply chain are part of the clauses and general purchasing conditions for the supply of general services, while the signature of the supplier, which infers its knowledge and compliance, is an essential requirement to be able to work with the OHL Group.

As a common requirement for all Group companies, suppliers considered critical are subject to a Third Party Due Diligence analysis, in which their suitability is assessed from the technical, financial and compliance standpoints.

Purchasing management tools

The Computerised Purchasing System *(SIC)* permits the automated registration of the entire purchasing process and guarantees the transparency of the process and equal opportunities for all OHL suppliers.

2017 saw the launch of Ariba, a purchasing management system that will foreseeably replace, in the medium term, the system that has been used until now. Ariba will streamline and optimise processes, increase control and provide more value and traceability to the business. Moreover, it will produce time and cost savings in the processes involved in documentation analysis and validation, will increase legal security and will provide a centralised database for all the OHL Group companies.

During the year Ariba was implemented in some of the corporate divisions, and is at the trial phase at the Hospital de Fuenlabrada (Madrid, Spain).

Green purchases

The standard purchasing terms of the General Services Division place special emphasis on environmental criteria and incorporate, in their records, environmental management factors and even certifications of their suppliers, aligning them with the objectives of accessibility, sustainability and security of the Group's work spaces.

95% Purchases of stationery and consumables at the OHL head offices are environmentally friendly.

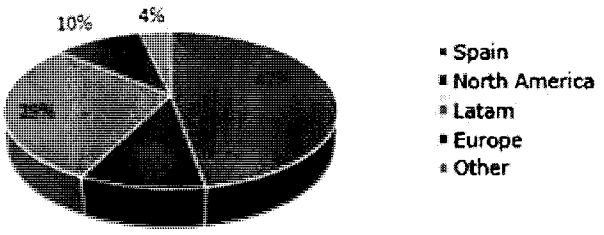
c) The value of people

In a year of significant changes in structure and internal organisation, the OHL Group continued with talent management materialised in opportunities for professional development and mobility in a global environment, promoting ethics, diversity and equal opportunities.

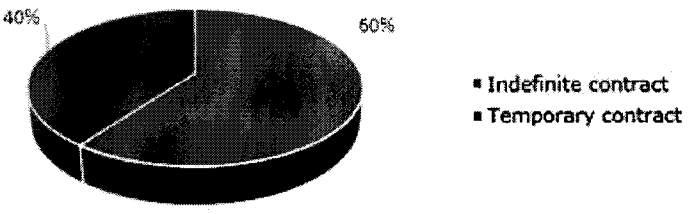
At 31 December 2017, the OHL Group had 21,464 employees, 2.6% fewer than in 2016. 53% of the total workforce is outside Spain.

Distribution of the employees of the OHL Group

By geographical area



By type of contract



Directly employed by the OHL Group

	Subcontractors		Directly created induced jobs	
	2017	2016	2017	2016
OHL	772	841	4,126	4,759
Subsidiaries				
Construction	694	1,065	6,861	8,827
Industrial	54	122	1,415	9,364
Services	674	167	1,527	334
Total	**2,194**	**2,195**	**13,929**	**23,284**

The induced jobs were estimated on the basis of the information available on the number and type of subcontractors and the average number of employees of companies of that type in each geographical area, per public data available in each country. The induced employment corresponds to 100% of the estimated workforce of the subcontractors without weighting the volume of transactions with the OHL Group.

In 2017, and in response to the OHL Group's need to adapt to the new business and economic context, Obrascón Huarte Lain, S.A. and OHL Industrial, S.L. each implemented a collective redundancy procedure for economic, production and organisational reasons, framed within cost reduction measures aimed at ensuring the sustainability of the companies and guaranteeing their future viability.

Both procedures were concluded with an agreement with the respective workers' representatives, with a total of 381 employees affected at the end of the year.

Although these collective redundancy procedures involved the adoption of restructuring measures, both companies implemented social support measures in order to minimise the social impact of the redundancies. Thus, it should be highlighted that in both cases an outplacement and professional support programme was set up for the affected employees in order to minimise their unemployment time.

In the case of Obrascón Huarte Lain, S.A., thanks to this outplacement programme, up to the end of 2017 43% of those included in it had found work; at OHL Industrial, S.L. this percentage was 29%. This programme is still up and running today with a view to increasing the percentage of employees affected by the collective redundancy procedures.

I.- Diversity

OHL understands diversity as an enriching element that increases and augments the company's capacity to meet the expectations of stakeholders and adapt to the different scenarios in which it operates.

Breakdown of employees by professional category, age and gender

Professional category	TOTAL	Total		Under 30		30-45		46-55		Over 56	
		M	W	M	W	M	W	M	W	M	W
Senior executives	7	7	0	0	0	1	0	4	0	2	0
Senior managers	121	111	10	0	0	31	6	56	4	24	0
Managers	333	293	40	1	1	131	27	116	11	45	1
Middle managers	1,670	1,403	265	57	21	693	156	444	66	209	22
Other line personnel	3,042	2,268	776	365	134	1,119	355	567	216	217	71
Clerical staff	1,286	620	666	167	152	225	311	145	162	83	41
Manual workers	15,005	8,465	6,540	1,451	310	3,632	1,695	2,350	2,729	1,032	1,806
TOTAL	21,464	13,167	8,297	2,041	618	5,832	2,550	3,682	3,188	1,612	1,941

With regard to gender equality, the **II Equality Plan** is in force, which underlines the Company's commitment to the promotion of professional development and the enhancement of skills and competencies, without any gender distinction. In 2017 work was carried out on the preparation of these training materials to sensitise the Group's employees.

The **Equality Committee** is responsible for monitoring the plan and the various projects that arise in this area.

EMPLOYMENT INTEGRATION PLAN FOR VULNERABLE GROUPS

The Group has a firm commitment to the inclusion of people in situations of social vulnerability. The Services Division is the most active in this connection. In 2017 the Company generated 80 job opportunities for these groups, especially people with disabilities, at risk of social exclusion and victims of gender violence.

In addition to the generation of job opportunities, the Group participates in other initiatives to promote the employability of these groups, such as the development of professional volunteering in HR or through calls for the presentation of social projects by employees.

OHL Servicios-Ingesan was awarded the **2017 Estela Prize**, the 2017 **Integra Prize** and a distinction awarded by **Obra Social La Caixa** for its commitment to society and its most vulnerable groups.

II.- Remuneration and benefit systems

The purpose of the remuneration system is to define, implement and execute the remuneration policies and practices of the OHL Group in accordance with its business strategy, based on a total compensation approach that guarantees internal fairness and external competitiveness, as well as its capacity to attract, retain and obtain the commitment of executives and employees, based on criteria of objectivity and equality.

In this regard, the Group has carried out a job analysis and description process, assessing and classifying it into organisational levels, defining a salary structure by division and geographical area for these levels, with a specific positioning with respect to the market, based on the level of competitiveness required by the business in each case.

The remuneration policy of the OHL Group is based on criteria of fairness, competitiveness, objectivity and equality.

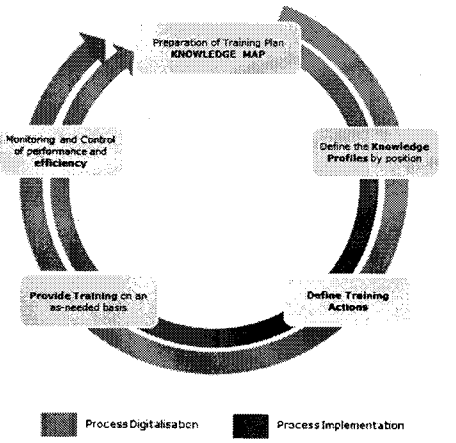
Further information:
Appendices:

- Appendix 2. OHL Group employee benefits.
- Appendix 3. Information on freedom of association and collective bargaining.

III.- Training and development

Within the framework of the Training Plan, a new training model has been implemented (Knowledge Map), aimed at continuous professional development and adaptation to technological, organisational and market changes, to achieve maximum training and excellent performance.

Training Model Process



In 2017 work was also performed on the digitisation of the Group's processes and training management data through the implementation of both the knowledge profiles of the job positions and of the training associated with these positions and their internal management.

Training in 2017 (data in Spain)

	Gender		Hours			
Type of training	Men	Women	Classroom-based	Online	Number of courses	Hours
Knowledge map	216	114	9,970	-	33	9,970
e-Learning	125	59	-	7,913	73	7,913
Corporate	808	296	-	4,416	3	4,416
Unplanned	1,095	583	25,778	8,616	197	34,394
Total	2,244	1,052	35,748	20,945	306	56,693

Training by professional category

	OHL (*)		Industrial		Services		Total	
	Men	Women	Men	Women	Men	Women	Men	Women
Senior executives	78	0	0	0	96	0	174	0
Senior managers	570	85	248	0	241	119	1,059	204
Managers	1,664	987	392	7	57	53	2,113	1,047
Middle managers	7,774	2,106	2,068	408	176	272	10,018	2,786
Other line personnel	10,450	6,542	4,239	2,376	1,263	1,149	15,952	10,067
Clerical staff	1,052	2,779	24	622	358	673	1,434	4,074
Manual workers	1,611	55	194	0	5,504	3,224	7,309	3,279
Total	23,199	12,554	7,165	3,413	7,695	5,490	38,059	21,457

(*) Data relating to Construction, Development and corporate areas in Spain.

KNOWLEDGE PROFILES AND ASSOCIATED TRAINING

In 2017 the Group developed, with internal experts from all areas, knowledge profiles in order to tailor them -as well as the associated training- to the specific needs of the job positions.

Job positions by knowledge profile

Construction	Industrial	Services	Corporate
105	46	41	30

ESCUELA OHL (OHL SCHOOL)

2017 saw the creation of the OHL Group School, a platform that responds to the international growth being experienced by the Company and where employees with technological means can access online training. In this area, specific actions linked to the business model and the legal changes affecting the Company have been promoted, including the Fundamentals of Information Security course.

OTHER INITIATIVES

Also in 2017, the EPI programme (individual protection equipment) was launched, in conjunction with the Group's Occupational Risk Prevention team, from which 556 students have now benefitted.

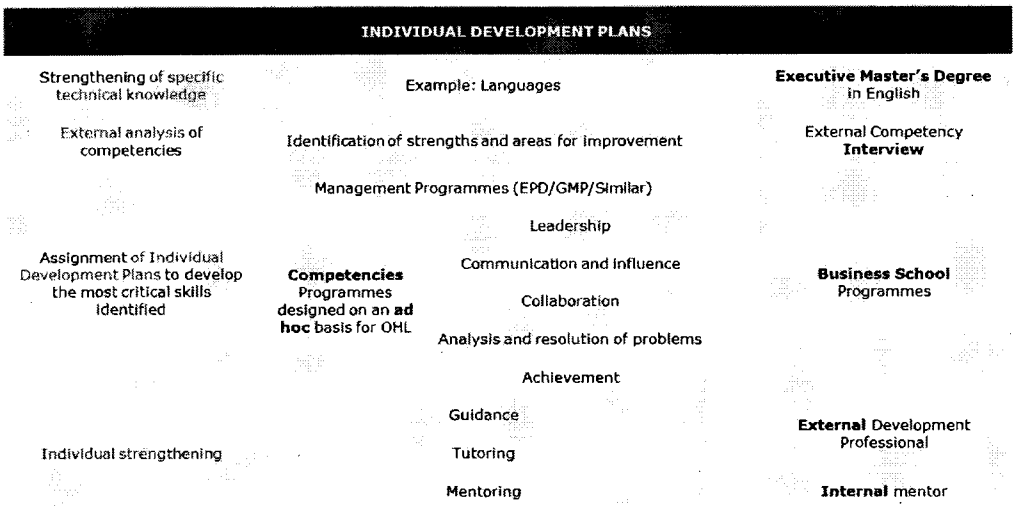
PERFORMANCE EVALUATION

In 2017 the Performance Evaluation Model was consolidated for management positions, service heads and middle management, and was extended to technical positions.

PERSONAL DEVELOPMENT

In 2017 the first competency development programme was launched, which is carried out in three phases:

- **Phase 1. Identification** of people with initial capacity to assume greater responsibilities within the organisation.
- **Phase 2. Proposal of individual measures** for the development of the people identified with indications of potential (knowledge, skills and assumption of greater responsibilities).
- **Phase 3. Group succession map**. Identification of risks due to lack of succession and inclusion of the key positions for which a successor is needed.



IV.- Communication

2017 saw the first anniversary of the launch of the Group's new intranet, OHL Link. A tool designed to promote the corporate culture and the participation and collaboration of the Company's employees. The intranet currently has more than 9,500 users in 20 countries.

In 2017 the number of followers of the OHL Group LinkedIn account passed 70,000, thereby strengthening its reputation. In addition, the 100th and 200th editions of the corporate publications Tecno and Mosaico, respectively, were published.

V.- Health and safety

The internal and external audit process continued in 2017. In the external certification process all the certificates obtained in 2016 were retained and the scope thereof was extended to Ireland. It should be noted that that no "non-compliance" classifications were received in the year in the Construction and Industrial areas, demonstrating their commitment to safety.

21 countries certified under the OHSAS 18001 standard.

36.3 days of external audit in Occupational Risk Prevention (ORP). 19.8 in Construction, 5 in Industrial, 6.5 in Services and 5 in General Services

Also, the internal audit process initiated in 2016 continued, constituting the best tool for self-control and self-assessment in the safety area.

OHL GROUP ACCIDENT RATES

DIVISION	F.I.			S.I.			I.R.		
	2016	2017	CHANGE	2016	2017	CHANGE	2016	2017	CHANGE
CONSTRUCTION	11.0	9.7	-12.4%	0.4	0.4	6.2%	2,457.0	2,149.0	-12.5%
INDUSTRIAL	3.5	3.7	6.0%	0.2	0.03	-88.7%	676.0	1,182.0	74.7%
SERVICES*	53.6	40.9	-23.6%	1.4	4.8	239.5%	6,919.0	6,974.0	0.8%
DEVELOPMENT**		164.4			1.1			787.0	
TOTAL GROUP	19.1	14.9	-21.5%	0.6	1.3	119.4%	3,667.0	3,368.0	-8.1%

*The headcount and number of hours worked at Servicios-Ingesan increased in 2017. Occupational accidents in this area also increased.

** The 2016 information corresponding to OHL Desarrollos not available (NA).

Calculations obtained from the following formulas:

$$\text{FREQUENCY RATE (FR)} = \frac{\text{NO. OF ACCIDENTS}}{\text{NO. OF HOURS WORKED}} \times 10^6$$

$$\text{SEVERITY RATE (SR)} = \frac{\text{NO. OF WORKING DAYS LOST}}{\text{NO. OF HOURS WORKED}} \times 10^3$$

$$\text{INCIDENT RATE (IR)} = \frac{\text{NO. OF ACCIDENTS}}{\text{NO. OF EMPLOYEES}} \times 10^5$$

STANDARDS MANUAL AND IPP

At the end of 2016 the standards manual was finalised to standardise OHL's preventative criteria worldwide. In 2017 its implementation commenced.

Similarly, the Inspection Point Programme (PPI) was developed to import concepts from the quality assurance world into the preventive management field. The Programme was developed jointly with the School of Civil Engineering of the Universidad Politécnica de Madrid through the Agustín de Betancourt Foundation.

TRAINING

Safety training is a fundamental tool for the Group. In 2017 training continued in the various business areas. 2,823 hours of ORP training were taught in the corporate areas in Spain. Also, the following training was provided at construction sites:

No. of hours

	INITIAL TRAINING	PERIODIC TRAINING	SPECIFIC TRAINING
Spain	4,105	546	3,907
Abroad	112,003	188,171	142,419
TOTAL	116,108	188,717	146,326

In 2017 21 ORP courses were given consisting of 2,823 hours of training.

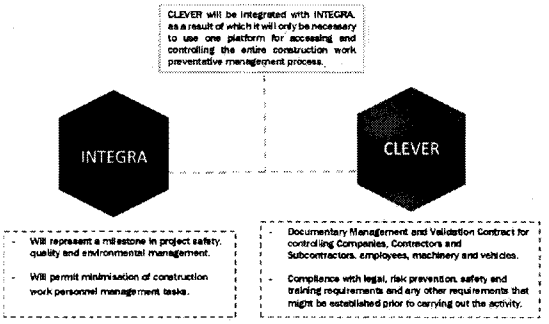
No. of hours

	TOOL BOX Meeting*
Spain	14,713
Abroad	93,788
TOTAL	108,501

*Preventative ORP training at construction sites.

No. of hours

	Emergency/ First aid
Spain	215
Abroad	3,405
TOTAL	3,620



At the end of 2017 work commenced on the integration of the Construction Division's prevention management system with those of the Industrial and Services Divisions. This integration will simplify the audit processes and make it possible to achieve a worldwide multi-site certificate.

PARTICIPATION IN FORUMS

- Fundación Prevent: to promote and contribute to the social and occupational inclusion of people with disabilities, and to promote a preventative culture at the Company, through greater social awareness that guarantees safer work environments and more responsible companies.
- Conference on Health and Safety in the Workplace and Environmental Protectionin Gulf Cooperation Council (GCC) states. Madrid, Spain
- Florida State Associated General Contractors, US.

VI.- Human rights

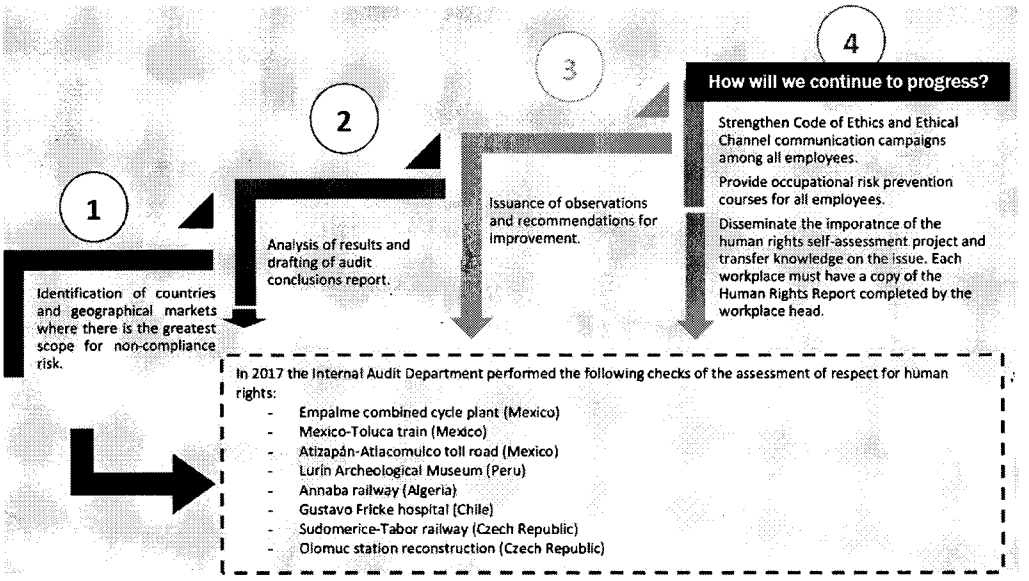
The OHL Group's commitment to the protection of Human Rights (HR) materialised with the approval in February 2017 of the Group's Human Rights Policy, through which it reaffirms its commitment to respecting and protecting the human rights of the people at the Company, those in its supply chain and those in the communities affected by the activity of OHL.

This commitment is reinforced by the adhesion of OHL to the main international HR initiatives and guidelines.

1. UN Universal Declaration of Human Rights.
2. UN Global Compact (Member and founding partner of its Spanish network).
3. International Labour Organization (ILO) Tripartite Declaration on fundamental principles and rights at work.
4. OECD guidelines for multinational enterprises.
5. UN guiding principles on business and human rights.

The Audit and Compliance Committee is ultimately responsible for ensuring compliance in the HR area at the OHL Group and it performs the associated monitoring and control functions through the Group's Internal Audit Department.

In 2017 the Internal Audit Department verified compliance with procedures relating to human rights in projects in Mexico, Peru, Algeria, Chile and the Czech Republic.



d) Environmental value

The OHL Group, through its activities, promotes the consolidation of a circular and low-carbon economy, aligning itself with the main global initiatives focused on procuring the progress and welfare of society under conditions of sustainability such as Caring for Climate, the Nazca platform, Neutral Climate Now and CDP.

To this end, it incorporates into its strategy the responsible use of natural resources and practices aimed at reducing the carbon footprint, water footprint and waste. It also strives towards the conservation of biodiversity and heritage and works in favour of resilience.

Strategic environmental lines of the 2015-2020 CSR Strategic Plan

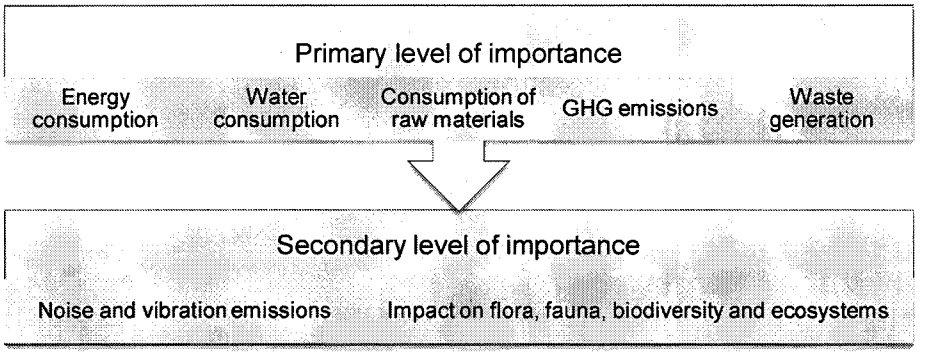
Carbon Footprint	Circular Economy
Water Footprint	Natural Capital and Biodiversity
Heritage	Resilience
Environmental management excellence	Communication

- ✓ Public Commitments
- ✓ Footprint Protocols
- ✓ Footprint Reports
- ✓ Employee awareness-raising
- ✓ Suppliers
- ✓ Partnerships with leading organisations
- ✓ Communication and cooperation
- ✓ Improvement objectives
- ✓ Action Plans

I.- Environmental risk management

The Group's environmental management establishes the resources for controlling risks, compliance with regulations and performance improvement.

Environmental highlights of 2017



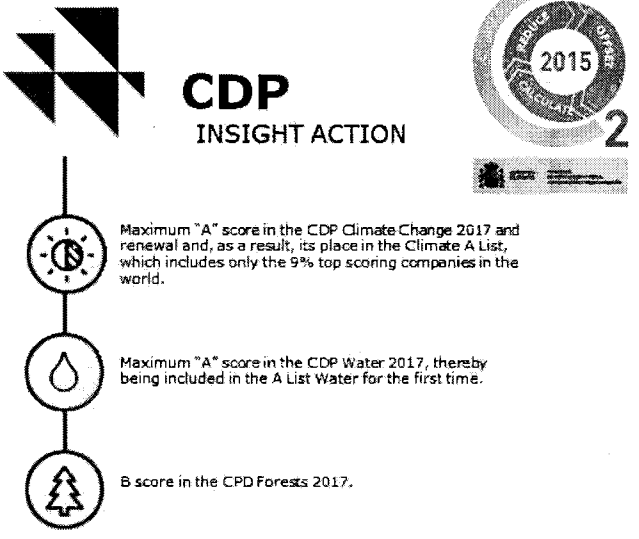
In 2017 the significant environmental issues were energy consumption, water consumption, consumption of raw materials, greenhouse gas emissions and waste generation. The Group identified as being of secondary importance noise and vibration emissions, the impact on flora, fauna, biodiversity and ecosystems. A life cycle analysis perspective was used in the identification and evaluation process, taking into account the main activities and assessing, inter alia, origin, destination and use by third parties

The activities that so require adjust their management to benchmark international standards such as: ISO 14001, EMAS Registers, ISO 50001, ISO 14064-1 and ISO 14046. In 2017 a total of six external entities, including most notably SGS, TUV Rheinland and Bureau Veritas, certified the Group's environmental management in response to customers' requirements. The volume of business certified was 61% and highlights the successful conclusion, in all business lines and locations, of the process to renew the 2015 ISO 14001 certification one year before the 2018 deadline.

Internally, the best environmental practices are encouraged through the Environment Prize, which is awarded annually and is aimed at all employees. This initiative acknowledges the most significant actions and promotes replication at the Group.

INTERNATIONAL CLIMATE CHANGE CREDENTIALS

The OHL Group has been working for some years now on transparency through its participation in various initiatives:



In the communication field, OHL participated in the 2017 European Mobility Week with a campaign to raise awareness in social networks and a selfie competition for employees. In addition, the Group was invited to participate in various workshops such as TRAFFIC, Basque Ecodesign Meeting IV Jornada IAHR - Spain Water.

	Regulatory risk	Operational risk	Other risks
Climate change	Carbon markets. Emissions limits and reporting. Taxes on fossil fuels. Energy efficiency and product labelling.	Extreme climates. Changes in precipitation regimes.	Non-compliance with climate change commitments. Late adaptation to industry 4.0
Water	Water-use restrictions.	Extreme climates. Changes in precipitation regimes. Poor water quality.	Limitations on resource to the community. Impact on biodiversity.

SUSTAINABLE CONSTRUCTION

OHL has a firm commitment to sustainable construction and to this end it harnesses the experience of renowned professionals to carry out projects subject to the LEED (Leadership in Energy & Environmental Design), BREEAM (Building Research Establishment Environmental Assessment Methodology) or CES (Certificación Edificio Sustentable) reference guides in Chile.

To date OHL has built 26 projects that have been certified as sustainable.

ENVIRONMENTAL PERFORMANCE AND INNOVATION

The OHL Group evaluates its environmental performance through economic indicators (expenditure, investment and penalties), environmental indicators (number of protected natural areas, restored surface area and affected animal and plant species) and socio-environmental indicators (consumption of natural resources, waste generation and land occupation, among others).

It is important to note that the Construction activity is characterised by taking on projects that vary widely in economic and time horizon terms. Development activities are more homogeneous, but their maturation period and asset rotation period makes it difficult to make year-on-year comparisons.

The Group places particular importance on production process and support activity improvement initiatives. Some outstanding examples are the purchase of energy with certificates of origin; investment in energy efficiency improvements in headquarters and offices; the re-use of construction waste or sustainable office and sustainable mobility plans in Spain.

II.- Climate change and energy

For a decade now OHL has been a leader in the transition towards an energy efficient economy and in the improvement of air quality in cities.

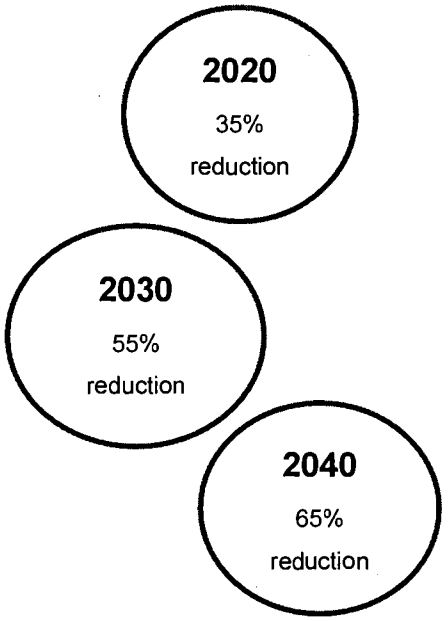
The scope 1 (fuels) and scope 2 (electricity) GHG reduction objectives, updated in 2017, use Science-Based Target methodology and aim to reduce 1+2 emissions by 35% in 2020, by 55% in 2030 and by 65 % in 2040. In the case of scope 3 (indirect emissions), the objective is to reduce emissions in 2030 by 10% with respect to 2015.

In its analysis of risks and opportunities linked to climate change, the Group uses carbon pricing estimated on the basis of the cost of the offsetting plan. In 2017 3,050 t CO_2e were offset in Chile, Mexico, Peru, Colombia, Canada and the US.

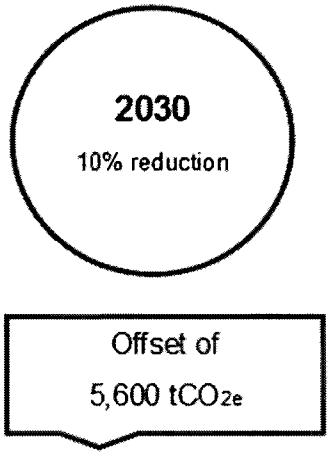
705 GJ of electricity with 100% renewable source guarantee

119,084.18 tCO_2e of scope 1+2 emissions are produced by Construction

Scope 1 (fuel) GHG reduction



scopes 3* and 2 (electricity)* GHG reduction



* Updated in 2017 using Science-Based Target methodology.

** Canada, Chile, Mexico, Peru and Colombia.

III.- Circular economy and water management

The OHL Group promotes the responsible consumption of resources and the minimisation of waste generation as measures for economic and production efficiency. These principles are the pillars of the circular economy, whose objective is to achieve a low carbon and competitive economy that makes efficient use of resources.

In line with its strategy, OHL works to promote the consumption of responsible products from source, promoting recycling and their reincorporation into the waste production cycle. The main types of materials consumed are concrete and cement, and earth, rocks and aggregates, with 27% of the latter obtained from recycling and re-use activities.

The waste generated relates to earth and aggregates (99.6% of the total), with a high percentage of recycling (41%) vs. dumping. This percentage cannot readily be improved due to the difficulty involved in locating profitable alternative uses in the vicinity of the construction sites. Most of the rest of the non-hazardous waste is managed by recycling and re-use as a result of the development of a by-product market.

In the Development activities, the waste generated is mostly urban and organic sent to specialist recycling managers.

In 2017 OHL formalised its adhesion to the Pact for a Circular Economy promoted by the Spanish Ministry of Agriculture and Fisheries, Food and the Environment, and collaborated

in the process of drafting the Spanish Circular Economy Strategy with the Government.

In water management priority is given to locations where it is a scarce resource, is difficult to access or is a key factor for the ecosystem. OHL uses an innovative scarce water footprint calculation protocol, based on the main international standards of reference, namely ISO 14046, WFN and CEO Water Mandate, as a result of which OHL intends to publish a Scarce Water Footprint report.

IV.- Biodiversity

Lastly, as regards biodiversity and ecosystem conservation, it should be noted that the OHL Group's impact on protected natural spaces (or unprotected but high-biodiversity value natural spaces) arises from projects on which it works as a partner or contractor.

In 2017 OHL worked in protected areas or areas of high biodiversity that are not protected. The impacts are controlled through measurement plans and with offsetting actions included in the corresponding Environmental Impact Assessment.

Further information: Other supporting and supplementary documents (available on the website):

- Appendix 4. GRI Table - Environmental performance indicators.
- Appendix 5. Methodologies, assumptions and sources used in the environmental indicators.

e) Social and relationship value

The OHL Group is aware of the role it plays as an engine of economic and social development and an agent that transforms environments; consequently, it implements a social management policy that covers the entire life cycle of the projects, from their initial stages right up to their completion, defining appropriate means of dialogue with the communities in which it works, as well as with society in general.

Also, it adopts specific measures to prevent and minimise the possible adverse effects, and to amplify the positive effects, that may arise from its activities, promoting the creation of shared values in all the countries in which it operates.

I.- Distribution of generated and distributed value*

(Amounts in thousands of euros)

	2017	2016
GENERATED ECONOMIC VALUE		
a) Income		
Revenue	3,216,351	3,342,369
Other operating income	166,842	181,483
Finance and other income	68,083	132,242
	3,451,276	**3,656,094**
DISTRIBUTED ECONOMIC VALUE		
b) Operating costs		
Procurements	2,118,250	2,600,073
Other operating expenses	480,726	643,083
c) Employee salaries and benefits		
Staff costs	839,321	854,777
d) Payments to capital providers		
Dividends	-	-
Finance costs and exchange differences	114,709	167,009
e) Taxes		
Income tax	-7,288	-32,055
f) Resources allocated to Society		
Resources allocated to the Community**	1,435	2,230
	3,547,153	**4,235,117**
Difference between generated and distributed value	**-95,877**	**-579,023**

*In the calculation of the distribution of the generated and distributed value the value of the discontinued operations was not taken into account. Also, the information corresponding to 2016 was restated in order to make its presentation consistent with that of 2017.

** Resources allocated to the community pursuant to LBG methodology.

II.- Tax contribution

TAX TRANSPARENCY

The non-delegable powers of the Board of Directors of OHL, S.A. established by Article 249 bis of the Spanish Limited Liability Companies Law includes "The determination of the general policies and strategies of the company".

Similarly, under Article 529 ter of the aforementioned Law, it may not specifically delegate, among others, the following decision-making powers:

a) The determination of the risk control and management policy, including tax risks, and the supervision of the internal reporting and control systems.

b) The approval of investments or other transaction that, due to their high amount or special characteristics, are of a strategic nature or involve a particularly significant tax risk, unless their approval corresponds to the shareholders at a General Meeting.

c) Approval of the creation or acquisition of equity interests in special-purpose entities or entities domiciled in countries or territories classified as tax havens or territories with low

or no taxation, as well as any other transactions or operations of a similar nature that, due to their complexity, could undermine the transparency of the company and its group.

To comply with the foregoing, the Board of Directors updated and approved on 29 March 2017 a tax policy (see www.ohl.es) the main objectives of which are as follows:

- To publicise the OHL Group's commitment to observing and fully complying with all laws and regulations applicable to it in the scope of its activity and, in particular, those of a tax nature in all the territories in which it operates.
- The reputation of the OHL Group is based, inter alia, on promoting the actions of all the people who represent it in accordance with the highest ethical standards, which includes strict compliance with the tax legislation applicable to the Group.
- One of the basic pillars of the OHL Group's contribution to society is that of returning to it, through taxes, a portion of the wealth generated and, therefore, it must take active measures to guarantee responsible behaviour in this connection.

This tax policy of the OHL Group is applicable to all its subsidiaries and permanent establishments in all the countries in which it operates, and compliance with it is also encouraged at those entities in which the Group has non-controlling interests.

The points contained in the tax policy include most notably the requirement that the Group include among its customary practices all those that reduce significant tax risks and prevent behaviour likely to generate such risks, with a transfer pricing policy that faithfully respects the legislation applicable in each country, as well as the principles established by the OECD in its transfer pricing guidelines.

Moreover, in its relations with the tax authorities, the OHL Group *promotes a relationship based on the principle of transparency and mutual trust*, which gives rise to a relationship in accordance with the principle of good faith and loyalty between the parties, and this is promoted in all jurisdictions in which it has adhered to any cooperation agreement with the tax authorities, in order to establish a collaborative relationship with society, as represented by those institutions.

To further its achievement of this commitment to tax transparency, the OHL Group is actively working to be able to make voluntary disclosures of tax contributions in the countries in which it has a permanent presence; however, the corporate transactions carried out in 2017 (disinvestments of significant subsidiaries or highly significant divestments of other subsidiaries in progress) made it advisable to postpone this process in order to obtain a better understanding of the Group's tax contribution.

In 2018 the methodology to be used will be defined and the reporting procedures of all the subsidiaries will be established for the purpose of report on own and third-party taxes, detailing the total tax contribution of the OHL Group.

III.- Social investment

The priority objective of OHL's social investment is to foster economic and social progress and improve the quality of life of people, through the promotion of social action, patronage and sponsorship activities. To these initiatives was added, exceptionally, the support that the Group has lent to countries such as Peru, Mexico and the US, as a result of the natural disasters that occurred in 2017.

In Peru, employees of the Group participated in the *Una sola fuerza,* (A single force) campaign, aimed at the population affected by the floods that ravaged the country in March 2017. Worthy of particular mention in this connection were the primary care, road assistance and the distribution of essential goods among the population affected.

The humanitarian aid provided by the Group in Mexico in September 2017 as a result of the earthquake that took place there took the form of Company employees working alongside the Red Cross. The implementation of safety and civil protection protocols is one example of the work carried out. In addition, the Group is a member of the *Fuerza México* Trust set up to mitigate the effects of earthquakes.

In the US, following the passage of Hurricanes Harvey and Irma, a damage assessment protocol was implemented at the Houston (Texas) and Fort Meyers (Florida) work centres, and assistance was provided to Group employees and their families as well as to other affected groups. The Group also participated in cleaning tasks in the area hit by the earthquake.

OHL's contribution in emergency situations and humanitarian aid
EUR 315,819 invested
8,200 direct beneficiaries

OTHER INITIATIVES

In 2017 the Company promoted initiatives aimed at giving several groups of people access to an inclusive, fair and quality education. To this end, educational scholarship programmes were launched from which disadvantaged families have benefited; and the Group worked with schools and universities to achieve social integration through education.

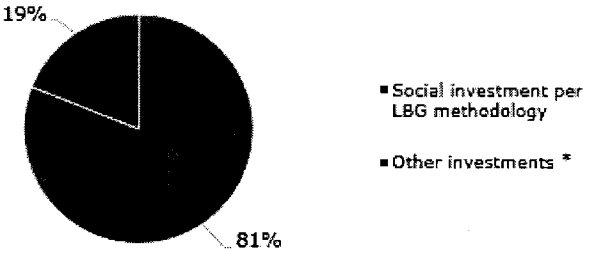
Social integration through education
+ EUR 320,470 invested
+ 1,600 beneficiaries in Spain, Mexico and Colombia
13 educational projects

SOCIAL INVESTMENT IN 2017

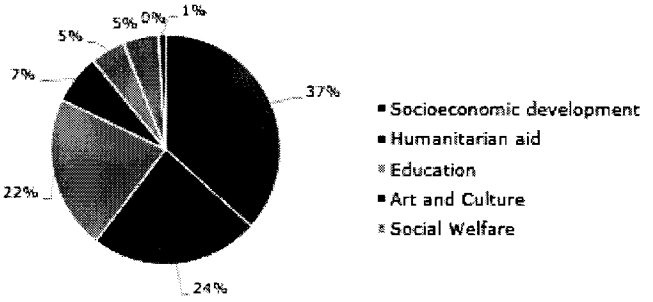
The Group's total social investment in 2017 amounted to EUR 1.8 million and took the form of **134** social actions. To measure this investment, the Group applies the **London Benchmarking Group (LBG)** methodology, which makes it possible to determine its social impact. 81% of the investment made meets the requirements established by that methodology.

Investment in 2017
EUR 1.8 million invested
21,661 beneficiaries
679 cooperating and beneficiary organisation

Investment that meets LBG requirements

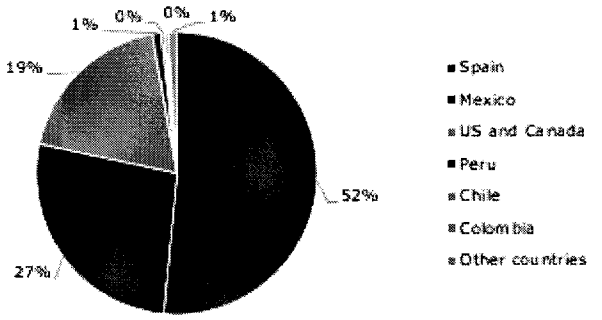


Investment by area of activity



*In addition, there are other social investments that do not comply with the requirements established in the LBG methodology, since they are contractual, legally binding or restricted to employees and family members.

Investment by geographical area



Main axes of social investment by geographical area

Latin America	Projects in the social welfare, education, and healthcare areas. These include most notably initiatives targeted at vulnerable groups, with special attention paid to women, children, people with disabilities and indigenous populations, as well as support in emergency situations in countries such as Peru and Mexico.
US	Projects with entities specialised in education and healthcare, as well as other sponsorship and patronage projects that promote local socioeconomic and cultural development.
Europe	Projects to help people with disabilities and those at risk of social exclusion to find work. Sponsorship and patronage actions in the areas of socioeconomic development, social welfare and education.

Further information:

- Appendix 6. Social investment report pursuant to LBG methodology

IV.- Corporate volunteering

The Group promotes social initiatives in collaboration with its employees, thus strengthening corporate volunteering and, through it, the commitment of its employees to society.

Noteworthy in this context is the OHL Volunteers programme which in 2017, celebrated its tenth anniversary. Currently, OHL Volunteers is made up of more than 400 employees from Spain and Mexico. In addition, the Group engages in volunteering, on a more sporadic basis, in the US, Canada, Chile, Peru and Colombia.

10 years of OHL Volunteers in figures
+ 6,500 participating employees
+ 150 initiatives
+20,000 beneficiaries

In 2017 more than 10,000 people benefitted from 32 social initiatives carried out by the Group. More than 500 employees assisted the Group in promoting this work.

Further information:

- Appendix 7. Corporate volunteering actions in the framework of the 10th Anniversary of OHL Volunteers. OHL Volunteers website: www.voluntariosohl.com

V.- Relationship with stakeholders and alliances

The OHL Group values its reputation as a fundamental intangible asset, since it evidences the trust that its stakeholders place in the Company. The OHL Group's stakeholders are: customers, shareholders, the financial community, the media, employees, suppliers, local communities, R&D partners, industry associations, government agencies, employer branding influencers, trade unions, consulting firms, NGOs and Foundations and the general public. In order to promote active management of the Company, in 2017 a specific management body was set up, namely, the Reputation Working Group, made up of senior management (CEO, Division General Managers and Corporate General Managers), as well as those responsible for the areas most linked to the relationship with stakeholders, such as the Communication, Compliance, Risks and Internal Control, Investor Relations and CSR.

Through this working group, the reputation management model and a plan that includes specific initiatives focused on improving the perception, at short term, of the Company were defined.

In addition to these management mechanisms, OHL has channels for continuous interaction and dialogue with its main stakeholders. Worthy of particular mention are the customer satisfaction and claims management analysis systems; the face-to-face meetings with senior management and other channels of communication with shareholders and investors; the supplier hotlines; the local community interaction projects; and the performance evaluation meetings with employees

Further information:

- Appendix 8. OHL Group alliances

Chapter IV.- Good Governance

a) Good Governance

I. Ownership structure (percentages of ownership). At 31 December 2017

SHAREHOLDER	% OF OWNERSHIP
Inmobiliaria Espacio, S.A.	51.12
Societe Generale, S.A.	4.28
Deutsche Bank, A.G.	4.24
Hengistbury Investment Partners LLP	3.69
Hengistbury Master Fund Limited	3.39
Santander Asset Management, S.A., SGIIC	3.02
Invesco, Ltd	2.54
Other shareholders	30.55

II.- Governing bodies

BOARD OF DIRECTORS

Composition at 31 December 2017:

Chairman

Juan Villar-Mir de Fuentes (proprietary)

First Deputy Chairman

Silvia Villar-Mir de Fuentes (proprietary)

Second Deputy Chairman and CEO

Juan Luis Osuna Gómez (executive)

Directors

Álvaro Villar-Mir de Fuentes (proprietary)

Ignacio Moreno Martínez (independent)

Javier Goñi del Cacho (proprietary)

José Luis Díez García (independent)

Juan Antonio Santamera Sánchez (proprietary)

Juan José Nieto Bueso (independent) (coordinating director)

Manuel Garrido Ruano (proprietary)

Mónica de Oriol Icaza (independent)

Reyes Calderón Cuadrado (independent)

In 2017 the Board approved the appointment through co-optation of two new directors: Ignacio Moreno Martínez, independent director, and Javier Goñi del Cacho, proprietary director, subsequently ratified by the shareholders at a General Meeting.

The appointment of Ignacio Moreno Martínez increased the percentage of independent directors on the Board, the number rising from 4 to 5, representing more than 45% of the non-executive directors, in accordance with the Good Governance recommendations.

Further information in the Annual Corporate Governance Report (ACGR) for 2017.

BOARD COMMITTEES

Audit and Compliance Committee (ACC)

Composition at 31 December 2017:

Chairman

José Luis Díez García (independent)

Directors

Manuel Garrido Ruano (proprietary)

Reyes Calderón Cuadrado (independent)

On 29 March 2017, the Committee appointed José Luis Díez García as its Chairman.

Main business transacted by the ACC in 2017:

- Review of the separate and consolidated financial statements for the year ended 31 December 2016 and periodic, quarterly and half-yearly information, provided to the market, together with information demanded from the Company by the Spanish National Securities Market Commission (CNMV) and the replies thereto.
- Submit to the Board of Directors, for authorisation for issue, the Annual Corporate Governance Report for 2016.
- Sustainability Report for 2016.
- Analysis of internal auditor's reports included in its annual plan and other reviews conducted in the year.
- 2016 tax report.
- Analysis of the independence and proposal for the appointment of the external auditor.
- Proposal for the appointment of the external auditor for 2017.
- Supervision of the risk control systems and actions in relation to the OHL Group's Risk Management Model.
- Supervision of the actions of the Compliance Department in its work in relation to the Code of Ethics, surveillance measures, management model and crime prevention and management of incidents reported through the Ethics Channel.
- Self-assessment of the functioning of the Committee.

For further information please see the Annual Corporate Governance Report (ACGR) for 2017.

Nomination and Remuneration Committee (NRC)

Composition at 31 December 2017:

Chairman

Mónica de Oriol e Icaza (independent)

Directors

Juan Antonio Santamera Sánchez (proprietary)

Juan Villar-Mir de Fuentes (proprietary)

Juan José Nieto Bueso (independent)

Reyes Calderón Cuadrado (independent)

On 29 March 2017, Juan Antonio Santamera Sánchez and Reyes Calderón Cuadrado became members of the Committee.

Main business transacted by the NRC in 2017:

- Evaluate competencies, knowledge and experience needed by the candidates to cover the vacancies arising on the Board of Directors during the year, actively participating in the independent director selection process, and reporting on the proposals relating to the other directors appointed in 2017.
- Analyse and report on the appointments to the Board of Directors in 2017 as a result of the replacement of the Chief Executive Officer of the Board.
- Report on the director remuneration policy approved at the Annual General Meeting for 2017 and subsequent years pursuant to article 529 novodecies of the Spanish Limited Liability Companies Law.
- Propose to the Board of Directors the remuneration of the executive director and the other contractual terms and conditions.
- Report on the appointment and removal of senior executives and the basic terms and conditions of their contracts.
- Submit to the Board of Directors for authorisation for issue the Board Directors Remuneration Report for 2016.
- Analyse and report on transactions with related parties carried out in 2017 in accordance with Group regulations.
- Actions in relation to the Group's Corporate Social Responsibility Policy.
- Self-assessment of the functioning of the Committee.

Further information in the Annual Corporate Governance Report (ACGR) for 2017.

Incompatibilities and conflicts of interest (Regulations of the Board of Directors)

The Regulations of the Board of Directors of the OHL Group regulate situations of incompatibility and conflicts of interest of its directors. They also address, in detail, those situations in which, due to the existence of a possible conflict of interests, the director must inform the Board of Directors of any situation of direct or indirect conflict that they may have with the interests of the Company; and they must refrain from attending and intervening in deliberations and voting that affect matters related to the conflict.

The Company has a specific rule that, implementing the provisions of the Regulations of the Board of Directors and approved by the Board of Directors, reinforces and details the procedures and controls of transactions that the Company or any of the companies in its Group wish to carry out with the directors, with the significant shareholders or with persons related to them.

The transactions affected by this procedure are all transfers of resources, services, rights and obligations, regardless of whether or not there is any consideration, made by any of the persons referred to in the previous section, with the Company or with any of the Group companies.

Neither the directors nor the executives of the Company reported any incompatibility or conflict of interest in 2017. The Company reports in the financial statements and the corporate governance report the significant related party transactions performed by it or by Group companies with significant shareholders, directors, executives or parties related to them.

Further information in the financial statements and Annual Corporate Governance Report (ACGR) for 2017.

MANAGEMENT COMMITTEE

Composition at 31 December 2017:

Chairman

Juan Luís Osuna Gómez

Second Deputy Chairman and CEO of the OHL Group

Directors

- Ignacio Botella Rodríguez

General Manager of the Engineering and Construction Division

Jose Antonio de Cachavera Sánchez

General Manager of the Services Division

- Alfonso Gordon García

General Manager of Human Resources and Organisation

- Alfonso Orantes Casado de Amezúa

General Manager of Strategy, Systems and Innovation

Andrés Pan de Soraluce Muguiro

General Manager of the Development Division

Enrique Weickert Molina
General Economic and Financial Manager of the OHL Group
José María del Cuvillo Pemán*
General Manager of Legal Services of the OHL Group
Gonzalo Targhetta Reina**
Risk and Internal Control Manager of the OHL Group

**Acts as secretary.*
*** Standing invitee.*
❖ *Not senior executives at the date of this report.*

Diversity Policy Applied in connection with the Board of Directors
In 2017 the Group also approved the Director Selection Policy, which ensures that the proposals for appointment or re-election of these positions are based on a prior analysis of the needs of the Board of Directors and favour the diversity of knowledge, experience and gender.
Specifically, the policy establishes the mechanisms required for the selection procedure not to be afflicted by bias hindering the appointment of women directors and for it to deliberately seek women who could potentially be candidates for the post. This policy also provides for the goal that in 2020 women directors represent at least 30% of the total number of directors.

b) Ethics and compliance

I.- Code of Ethics and Anti-Corruption Policy

Ethics, integrity, honesty, spirit of improvement, continuous improvement and transparency are the corporate values of the OHL Group that guide the conduct of all its directors and employees in the performance of their work.
The Code of Ethics, approved by the Board of Directors in 2010 and revised in 2012 and 2015, is an express and precise indication of the values, principles and behavioural guidelines, in order to:

- Develop the models and guidelines for professional, ethical and responsible behaviour that should guide all the people who make up the OHL Group in the performance of their work
- Prevent the commission of criminal acts and any unlawful behaviour by the persons bound by this Code in the performance of their professional activity.
- Establish the monitoring and control mechanisms necessary to guarantee compliance with it.

The Code of Ethics constitutes one of the cornerstones of OHL's Corporate Social Responsibility management and is the channel for the development of its corporate values, which are:

- Professional ethics, integrity, honesty, loyalty, efficiency and responsibility vis-à-vis stakeholders, in all the actions of the Group, while at all times fully complying with the law in force.
- Will to succeed and continuous improvement in professional performance, while striving at all times for excellence.
- Transparency in the dissemination of information, which must be adequate, accurate, checked and complete.
- Creation of value with a quest for profitability and sustainable growth.
- Constant promotion of committed quality, innovation, safety and respect for the environment.

All OHL employees must know and sign the Code of Ethics; therefore, since 2012 a clause has been included in the employment contract for new hires and a copy of the document is given to them when they sign it.

The Group signed the United Nations Global Compact and, accordingly, it is committed to working anywhere in the world against corruption and bribery and following the recommendations in this field of international organisations such as the OECD.

These values constitute the foundations on which the Code of Ethics is based and establish the general action guidelines that must be observed by all OHL Group employees in performing their professional duties. In 2017, although there was no specific training on the Code of Ethics and the Anti-Corruption Policy, e-mails and informative bulletins were sent to the Group's employees. Also, the course on the Code of Ethics and Anti-Corruption Policy was updated by migrating it to an interactive online platform.

II.- Ethical Communications Channel

The Ethical Channel is available to all the people that form part of the OHL Group, as well as to the stakeholders, for any consultation or for the communication in good faith of any professional conduct that may involve, by action or omission, irregularities, breaches or acts contrary to the rules and principles set forth in the Code of Ethics, to all the other rules and procedures making up the Group's internal regulatory system or to law.

The Audit and Compliance Committee guarantees the proper management of the complaints made, which ensures that they will be treated with complete confidentiality and in accordance with the internal procedure that regulate its modus operandi. Also, it is responsible for implementing such disciplinary, enforcement and legal actions as might be required until such time as they have been resolved.

The Ethics Channel provides, inter alia, for the processes for dealing with complaints to ensure confidentiality, fair treatment (and the absence of reprisals), notification, analysis, investigation and resolution.

In 2017 a total of 60 complaints were received, 48 of which were made through the Ethical Communications Channel, the other 12 being made through other channels. A total of 29 of the complaints were investigated and 31 were dismissed because they did not represent any violation of the Code of Ethics. In 11 of the cases investigated disciplinary measures were taken.

III.- Crime Prevention Model

OHL has an Organisation and Management Model for the Crime Prevention (CPM) in Spain, which was updated in 2017 to adapt it to the organisational changes at the Group and which has the following characteristics:

- The model is ordered on the basis of the organisational structure of the OHL Group, highlighting, in specific sections, the criminal risks and the corresponding controls, both for the corporation and for each of the divisions.
- Based on this structure, the model identifies the criminal risks to which there is exposure for each activity or support function in Spain.
- Internal controls have been associated with each risk identified that mitigate or decrease the probability of each criminal risk materialising.
- The model documents these internal controls with the attributes that characterise them, including the area or department responsible for implementing them, a specific description of the control activity and the evidence supporting that activity. Also, where applicable, each control is accompanied by the policy, rule, process or procedure setting forth and specifying the criteria followed for adopting decisions relating to the management of the Group's activity.

The CPM includes controls relating to the OHL Group's system of Internal Control over Financial Reporting (ICFR), which also has the capacity to prevent crimes, including most notably those associated with the management of financial resources.

The model is updated on the basis of the organisational and legal changes that take place and will gradually be implemented in the various countries in which it has a presence, adapting it to local legislation.

c) Effective risk management

Risk management is a strategic priority for the OHL Group. Through advanced analysis and control systems, it aims to minimise exposure to such risks, ensure compliance with the profitability targets of each project and that the new contracting is in line with the risk control parameters set by the managing bodies.

In this context, in 2017 progress was made in the following lines of action:

STRONGER AND MORE ORGANISED MANAGEMENT STRUCTURE

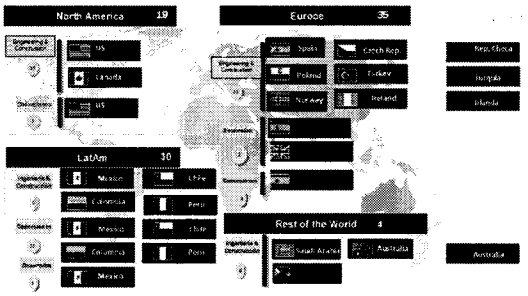
The organisational units required for risk management in each division were strengthened and the Risk Monitoring Committee was consolidated as a forum for ensuring the alignment of the initiatives launched in each of them with the strategy

set by the Corporate Risks Department and for sharing good practices among the various divisions.

BUSINESS RISK IDENTIFICATION AND PRIORITISATION PROCESS RISK MAPS

Progress was made in the identification, assessment and prioritisation of business risks by drawing up risk maps with a capillary and bottom-up approach: more than 120 evaluators from all the divisions and corporate departments participated in the evaluation process, assessing the risks of their respective companies and regions and completing the risk materialisation reports for the year.

Once this information had been consolidated, it was used to determine the priority risks for the OHL Group, on which mitigation actions were proposed and approved by the Group's Management Committee and Board of Directors.



RISK EXPOSURE CONTROL SYSTEMS: COUNTRY RISK AND RED LINES

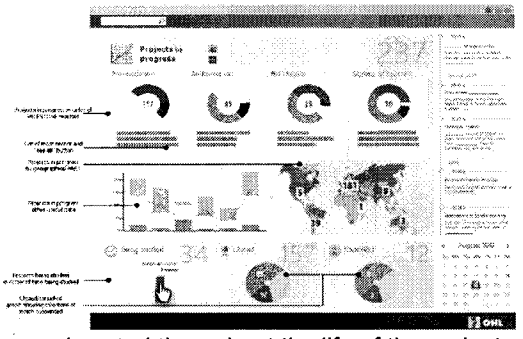
In addition to risk maps, the OHL Group has mechanisms for controlling exposure to key risks. Thus, to manage its expansion in new markets, OHL has defined a Country Risk Model, with the inclusion of two new types of risk (weather risk and cybersecurity risk) which will be consolidated in the risk assessment of each country under study. The results of the model, which is periodically updated, serve to make investment decisions.

In addition, in order to manage the operational performance risks, there is a system of red lines that mark the risk tolerance level of the OHL Group in relation to commercial and contractual issues. In 2017 these red lines were updated for the projects of the Engineering and Construction Division and were approved by the Board of Directors.

PROJECT RISK MANAGEMENT SYSTEM: MANAGING RISKS IN DAY-TO-DAY OPERATIONS

In addition to the tools for managing the aforementioned high-level risks, the OHL Group also has systems for managing the specific risks of the projects carried out by the Company, which cover the entire life cycle of the project, from the bidding phase right through to performance and closing.

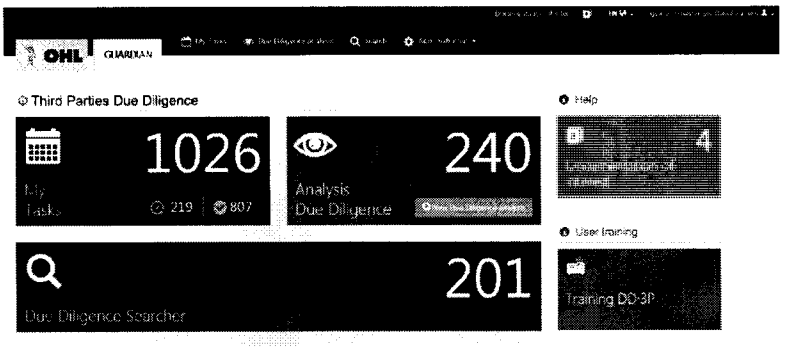
In this regard, in 2017 the Engineering and Construction Division defined a new risk management process for projects at the bidding phase and a specific tool was designed to optimise that management, which is being implemented in various pilot markets. This tool not only makes management more flexible, but it also establishes a homogeneous and coordinated model for action, decision making and control throughout the life of the project.



TECHNOLOGICAL SOLUTIONS: DIGITISING RISK MANAGEMENT

The OHL Group's Risk and Internal Control Department continued to make progress on the digitisation of risk management by designing new tools and updating existing ones.

Worth noting in this connection are the design and implementation of the new tool that supports the third-party due diligence process, an in-house development of the OHL Group to integrate the technical, financial and compliance risk analyses performed before formalising relationships with customers, shareholders and subcontractors/critical suppliers, among other third parties.



In addition, progress continues to be made in the implementation of a risk management tool for projects at the performance phase, which was launched in prior years.

d) Internal audit

The Internal Audit Department is an independent and objective assurance, internal control and consultation service to provide support to the organisation in the effective fulfilment of its responsibilities and objectives. Moreover, it is not an executive body within OHL and operates in accordance with the policies established by the Board of Directors, through its Audit and Compliance Committee.

Its basic functions are:

- To review the veracity, reliability and completeness of the financial and operating records and information.
- To report on the proper performance of processes and the efficient use of resources.
- To verify the reliability of the risk management and internal control systems and the quality of the information.
- Specifically, to review the system of Internal Control over Financial Reporting (ICFR).
- To verify the existence and status of assets and their protection.
- To verify the existence of internal rules and procedures that adequately regulate the main activities and that make it possible to correctly measure the economy and effectiveness thereof.
- To evaluate the degree of compliance with internal and external rules and procedures.
- To propose modifications, revisions or adaptations of the set of internal regulations required to enhance operations.
- To monitor investment and divestment transactions.
- To maintain coordinated relationships with the work performed by the external auditor as a complementary activity.
- To make recommendations to help correct the anomalies detected and monitor their implementation.
- To prepare their work plans and keep them updated, including the preparation of the annual activity report, etc.
- To keep an inventory of fraud risks and the associated controls, and test the effectiveness of those controls on a rotating basis.
- To participate as a guest on various committees: Management, Investments, Quality and Environment and Systems Security.

The Audit and Compliance Committee reviews all the reports it issues and they are presented at its monthly meetings.

In 2017 audits were carried out in all the Group's divisions and in most of the countries in which operates. The scope of those audits encompasses mainly the following:

- Concessions, construction projects and industrial projects and services.
- Regular obtainment of indicators/alerts on specific parameters (preventative audit).
- System of Internal Control over Financial Reporting.
- Economic control and other significant aspects of the implementation of new systems.
- Insurance.
- Variable remuneration.
- Verification that investments approved by the Investments Committee have actually been made.

Also, the Committee has a specialist fraud prevention and investigation unit, which performed actions in this connection throughout the year. It also continued with the verification of compliance with human rights policies.

For the most significant recommendations and corrective measures, monthly monitoring activities are performed in the Management Committee and in the Annual Internal Audit Report submitted to the Audit and Compliance Committee.

Chapter V.- About this Report

a) Scope

The scope of this report for the purposes of the Global Reporting Initiative (GRI) is the same as that of the consolidated financial statements, which includes OHL, S.A. and subsidiaries.

In the case of the Concessions business and in view of the decision to sell it, it is included as a discontinued operation and, therefore, the information thereon has been excluded from the Group's indicators. The most significant non-financial information relating to this discontinued operation is presented in Chapter III, CSR in the Concessions Division.

Any difference with respect to the scope described, due to the fact that the information is not available in a given country, has been indicated in each of the corresponding sections and in the table of GRI contents.

US environmental information was not included in 2017 due to the unavailability thereof at the time of preparation of this report. The relative weight of the US in total consolidated employees is 10%.

b) Preparation methodology

The process of preparing the OHL Group's 2017 consolidated directors' report followed the recommendations of the International Integrated Reporting Framework (IR) of the International Integrated Reporting Council (IIRC) and regulatory guidance in this area[2].

The quality of the information collected at source is a key element in the preparation of the 2017 consolidated directors' report. The collection and consolidation of information at source is done through the Enablon software application.

- [2] Directive 2014/95/EU of the European Parliament and of the Council amending Directive 2013/34/EU as regards the disclosure of non-financial and diversity information.
- European Commission Guidelines: Methodology for reporting non-financial information.
- Royal Decree-Law 18/2017, of 24 November, amending the Spanish Commercial Code, the Consolidated Spanish Limited Liability Companies Law approved by Royal Legislative Decree 1/2010, of 2 July, and Spanish Audit Law 22/2015, of 20 July, in the area of non-financial information and diversity.

The principles of inclusiveness, materiality and responsiveness, included in the AA1000 standard, which includes the AA1000APS Accountability Principles, are used in its preparation.

For the first time, this report has been prepared in accordance with the reporting principles in the new version of the GRI-Standards, with regard to determining the content of the report (stakeholder inclusiveness, sustainability context, materiality, completeness) and the quality of the report (balance, comparability, accuracy, timeliness, clarity and accuracy). In cases where some of these principles have not been applied, this is specifically indicated in the content in question.

With this Report, the OHL Group aims to address the demands for information from the Company's stakeholders and demonstrate the relevance of CSR to it.

In order to provide complete, transparent and rigorous communication, the OHL Group submits the contents of its Sustainability Report and its adaptation to GRI-Standards to various internal and external control and audit processes.

The verification of the contents collected and included in this report has been carried out by Deloitte, following the ISAE 3000 standard with a limited assurance scope.

c) Materiality

The OHL Group analyses the most relevant issues for the Company and its stakeholders in order to define the axes of its strategic CSR plan and to prioritise the contents to be reported in this 2017 consolidated directors' report. With this exercise, the Group seeks to enhance its sustainability efforts and respond to the demands for information from its key stakeholders. This ensures that the issues addressed in this report cover the main expectations of the stakeholders identified by OHL, thus following the principle of materiality of international reporting standards such as the Global Reporting Initiative or Integrated Reporting.

In 2017 the materiality analysis used to define the 2015-2020 CSR strategic Plan was updated. For this purpose, external sources were consulted, such as regulations on reporting of non-financial information, international standards, questionnaires from the main sustainability analysts, reports on the sustainability challenges of our industry or monitoring reports on media and social networks. In addition, the materiality matrices published in the integrated reports and CSR reports of the main companies in our industry and other leading companies were exhaustively benchmarked.

Lastly, in order to complete this analysis, a series of internal interviews were conducted with those responsible for key areas of the organisation. Particular emphasis was placed on those that have a direct relationship with the main stakeholders, who also manage and know first-hand their concerns and information requirements (quality, HR, investor relations, CSR, communication and compliance, among others).

As a result of this external and internal analysis, the following list of material matters was updated:

Good governance and CSR	Section of the consolidated directors' report	GRI-Standard indicator	SDG
Risk management	Pages 58-59 Pages 74-78	102-15 102-30	16
Compliance, ethical management and transparent business	Pages 74-78	From 102-16 to 102-29 From 102-31 to 102-34	5,16
Communication and dialogue with stakeholders	Pages 18-19 Page 54 Page 56 Page 69 Page 75 Page 81	102-40 102-42 102-43 102-44	17
Transparent reporting of financial and non-financial information	Pages 16-19 Page 54 Page 56 Pages 64-65 Page 69 Page 75 Pages 80-83	NA	16
Integrated CSR management	Pages 16-19	NA	16
Mechanisms to fight against corruption and the prevention of money laundering	Pages 74-78	From 205-1 to 205-3	16
Conflicts of interest	Pages 74-78	102-25 201-4 415-1	16
Whistle-blowing channel	Page 75	102-17 419-1	16
Strategy			
Strategy	Pages 14-19	102-2 102-6 102-14	16, 17
Offer of sustainable solutions	Pages 44-46 Pages 60-61	103-1, 103-2 and 103-3	9, 11
Financial value			
Economic growth	Pages 12-19 Pages 31-44 Page 64	201-1	2,7,8,9
Solvency and financial management	Pages 12-16 Pages 31-44	201-1	2,7,8,9
Tax	Pages 64-65	201-1	16
The value of people			
Commitment to compliance with human rights	Pages 16-17 Pages 56-57	406-1 407-1 409-1 410-1 412-1 412-2 412-3	5, 8.16
Quality employment	Pages 49-57	102-8 201-3	8
Health and safety	Pages 55-56	From 403-1 to 403-4	3,8
Diversity and integration	Pages 50-51	405-1	5, 8
Equality	Pages 50-51	202-1 401-2 405-2	5,8,10

Talent management (attraction, retention and development)	Pages 52-54	401-1 401-3	5,8
Training	Pages 52-54	401-1 401-2 401-3	4,5,8
Value for the customer			
Management of customer relationships and satisfaction	Pages 46-47		
Quality control and satisfactory performance of projects	Pages 46-47	417-1 417-2	12
Security of facilities, infrastructure and services	Pages 46-47	416-1 416-2	12
Responsible supply chain management	Pages 47-49	102-9 102-10 204-1 308-1 308-2 414-1 414-2	5,8,16
Innovation (R&D+i)	Pages 45-46	417-1	8,9,11,13
Digital transformation	Pages 44-45	417-1	8,9,11,13
Privacy and information security	Page 45	418-1	16
Environmental value			
Fight against and adaptation to climate change	Pages 58-62	201-2 From 302-1 to 302-5 From 305-1 to 305-7 307-1	3,7,8,12,13,14,15
Efficient use of raw materials and the circular economy	Pages 61-63	301-1 301-2 306-2 306-4	3,6,8,12
Water footprint management	Page 63	From 303-1 to 303-3 306-1 306-3 306-5 307-1	3,6,8,12
Management of impact on biodiversity	Page 63	From 304-1 to 304-4 307-1	6,15
Social and relationship value			
Management of the social impact of the Group's projects and its relationships with communities	Pages 63-69	413-1 413-2	1,5,8
Corporate action and voluntary work	Pages 63-69		17

d) Contact details

For any clarification, suggestion or additional information about this publication please contact the following addresses:

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www.ohl.es

Corporate Social Responsibility Service
rsc@ohl.es

e) Appendix. OHL Concesiones (discontinued operation)

For information purposes, the main **operating aggregates** of this division are presented.

Main aggregates	2017	2016	Var. (%)
Sales	**440.0**	**520.3**	**-15.4%**
EBITDA	**984.3**	**799.2**	**23.2%**
% of Sales	223.7%	153.6%	
EBIT	**957.8**	**728.0**	**31.6%**
% of Sales	217.7%	139.9%	

Millions of euros.

The changes in sales and EBITDA of Concesiones with respect to the prior period are as follows:

Sales	2017	2016	Var. (%)
Toll revenue	389.5	387.5	0.5%
Own construction business	7.1	6.2	14.5%
IFRIC 12	43.4	126.6	-65.7%
TOTAL sales	**440.0**	**520.3**	**-15.4%**

Millions of euros.

EBITDA	2017	2016	Var. (%)
Toll EBITDA	223.0	256.7	-13.1%
Guaranteed IRR EBITDA	761.3	542.5	40.3%
TOTAL EBITDA	**984.3**	**799.2**	**23.2%**

Millions of euros.

The main factors that influenced the growth in sales and EBITDA were as follows:

Sales and EBITDA in comparable terms (at a constant exchange rate and without the effect of the change in the method used to account for Metro Ligero Oeste and Autovía de Aragón) increased by +8.3% and +17.8%, respectively.

The trend in traffic and tolls in the Group's concessions is shown in the table below:

	Changes in traffic			Toll revisions	
	From 01/01/17 to 31/12/17	From 01/01/16 to 31/12/16	Var. (%)	% Revision [5]	Last revision
Mexico					
Amozoc-Perote [1]	39,746	37,664	5.5%	9.30%	January 2017
Concesionaria Mexiquense [1]	354,415	337,219	5.1%	4.00%	August 2017
Viaducto Bicentenario [2]	32,695	32,764	-0.2%	19.00%	August 2017
Autopista Urbana Norte [2]	55,207	53,874	2.5%	5,65% [6]	April 2017
Spain					
Euroglosa M-45 [2]	91,257	86,024	6.1%	2.90%	March 2017
Puerto de Alicante (T.M.S.) [3]	84,571	82,056	3.1%	-	-
Terminal de Contenedores de Tenerife [3]	139,655	92,652	50.7%	-	-
Chile					
Nuevo camino Nogales-Puchuncaví [1]	5,814	5,727	1.5%	4.00%	January 2017
Terminal Cerros de Valparaiso [4]	113,371	120,236	-5.7%	1.07%	January 2015
Peru					
Autopista del Norte [1]	34,697	48,643	-28.7%	1.80%	March 2017

(1) Equivalent average paying traffic.

(2) Average daily traffic (ADT): total km travelled by all the users of the toll road, divided by the total km in operation on the road. This measurement represents the number of users that would have travelled the total km in operation along the toll road.

(3) Cumulative number of TEUs shipped.

(4) Average tonnes of general goods.

(5) Average increase in toll applied at each toll plaza, obtained from the toll revision provided for in each concession arrangement.

(6) Average increase in toll revision at off-peak and peak hours.

The 65.7% decrease in sales under IFRIC 12 (construction activity carried out by the concession operators themselves) is due to the reduction in the amounts invested in 2017, mainly in Concesionaria AT-AT, compared to 2016.

The appreciation/depreciation of the average exchange rate of the euro in December 2017 vis-à-vis the Latin American currencies compared to December 2016 was as follows:

	31/12/2017	31/12/2016	Var. (%)
Mexican peso	21.39	20.65	3.6%
Chilean peso	735.84	742.39	-0.9%
Peruvian sol	3.69	3.72	-0.8%

As a result of these factors, the changes in sales and EBITDA of the main concession operators, grouped together by country, were as follows:

Main aggregates	Sales			EBITDA		
	2017	2016	Var. (%)	2017	2016	Var. (%)
Mexico	**284.2**	**261.4**	**8.7%**	**958.3**	**726.6**	**31.9%**
Amozoc-Perote	33.1	29.4	12.6%	18.0	17.5	2.9%
Concesionaria Mexiquense (1)	173.1	163.6	5.8%	540.0	413.8	30.5%
Viaducto Bicentenario (1)	38.3	35.1	9.1%	155.3	119.7	29.7%
Autopista Urbana Norte (1)	39.7	33.3	19.2%	245.0	175.6	39.5%
Spain	**57.3**	**71.0**	**-19.3%**	**30.4**	**88.8**	**-65.8%**
Euroglosa M-45	13.7	13.3	3.0%	11.5	11.2	2.7%
Autovía de Aragón (2)	14.1	31.7	-55.5%	11.5	32.0	-64.1%
Puerto de Alicante (T.M.S.)	16.4	16.0	2.5%	3.7	3.9	-5.1%
Terminal de Contenedores de Tenerife	13.1	10.0	31.0%	3.7	2.0	85.0%
Metro Ligero Oeste (3)	0.0	0.0	-	0.0	39.7	n.a.
Chile	**25.7**	**21.6**	**19.0%**	**12.0**	**9.6**	**25.0%**
Nogales-Puchuncaví	4.8	1.5	220.0%	3.3	1.1	200.0%
Terminal Cerros de Valparaiso	20.9	20.1	4.0%	8.7	8.5	2.4%
Peru	**22.3**	**33.5**	**-33.4%**	**22.6**	**23.6**	**-4.2%**
Autopista del Norte	22.3	33.5	-33.4%	22.6	23.6	-4.2%
Total Concessions	**389.5**	**387.5**	**0.5%**	**1,023.3**	**848.6**	**20.6%**
Central and Other	50.5	132.8	-62.0%	-39.0	-49.4	-21.1%
Total	**440.0**	**520.3**	**-15.4%**	**984.3**	**799.2**	**23.2%**

Millions of euros.

(1) Including EBITDA from the guaranteed revenue adjustment pursuant to the concession arrangements, which is classified under "Other Operating Income" and is excluded from "Revenue", as in the case of the other concession operators accounted for using the financial asset model. The detail at 31 December 2017 is as follows: Concesionaria Mexiquense EUR 411.8 million, Viaducto Bicentenario EUR 130.2 million and Autopista Urbana Norte EUR 219.3 million.

(2) In 2017 including sales and EBITDA until May, after having sold 75.0% of the investment in June 2017.

(3) In 2016 including EBITDA until June, after having sold 14.0% of the investment and starting to account for it using the equity method.

f) CSR in the Concessions Division

The detail of the principal CSR parameters of this division is as follows:

I.- Human capital

The human capital of the Concessions Division at 31 December 2017 was made up of 2,229 people compared to 2,211 in 2016.

Changes in direct induced employment				
Division	Subcontractors		Directly created induced jobs	
	2017	2016	2017	2016
Concessions	88	70	4,255	2,557

II.- Health and safety

Division	Frequency rate		Seriousness rate		Incidence rate	
	2017	2016	2017	2016	2017	2016
Concessions	7,14	13.97	0.18	0.37	1,884.0	2,857.0

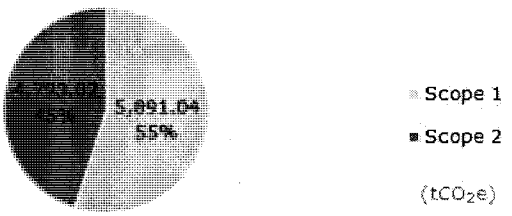
III.- Investment in R&D+i

Investment in R&D+i		
Division	2017	2016
Concessions	EUR 1,075.8 thousand	EUR 2,187.5 thousand

V.- Environmental value

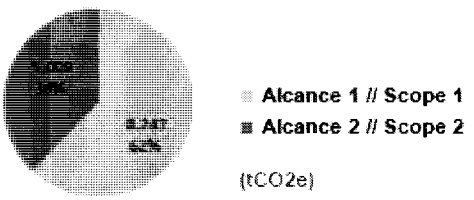
Emissions

2017



Scope 3 (2017): 3,164,513.43 t of CO_2e

2016



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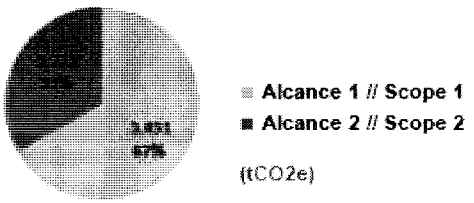

Alcance 3 por división de negocio (tCO2e contabilizadas)
Scope 3 by business division (tCO2e accounted)

Scope 3 (2016): 6,146,001 t of CO_2e

V.- Social and relationship value

Social investment		
Division	**2017**	**2016**
Concessions	EUR 2,679.3 thousand*	EUR 734,421.0

*Data distributed between: LBG (EUR 1,816,300) and NO LBG (EUR 863,026.4). In addition, there are other social investments that do not comply with the requirements established in the LBG methodology, since they are contractual, legally binding or restricted to employees and family members.

g) Alternative performance measures

The OHL Group presents its results in accordance with International Financial Reporting Standards (IFRSs) and also uses certain Alternative Performance Measures (APMs) that facilitate a better understanding and comparability of the financial information. In order to comply with the guidelines of the European Securities and Markets Authority (ESMA), we hereby disclose the following:

EBITDA: profit from operations before the depreciation and amortisation charge and changes in provisions and allowances, deducting, where appropriate, extraordinary/non-recurring gains or losses with no impact on cash.

Recourse EBITDA: total EBITDA (including interest income and excluding non-recurring extraordinary losses), less the EBITDA of the project companies, and including, where appropriate, dividends paid to the Parent by the project companies.

Project companies: companies for whose debt there is no recourse to the Parent OHL, S.A.

EBIT: calculated on the basis of the following line items in the consolidated statement of profit or loss: "Revenue", "Other Operating Income", "Operating "Expenses", "Staff Costs", "Depreciation and Amortisation Charge" and "Changes in Provisions and Allowances".

Gross borrowings: groups together the balances of the "Non-Current Liabilities - Debt Instruments and Other Marketable Securities", "Non-Current Liabilities - Bank Borrowings", "Current Liabilities - Debt Instruments and Other Marketable Securities" and "Current Liabilities - Bank Borrowings" headings on the liability side of the consolidated balance sheet, including bank borrowings and bonds.

Net borrowings: made up of gross borrowings less "Other Current Assets" and "Cash and Cash Equivalents· on the asset side of the consolidated balance sheet.

Non-recourse borrowings (gross or net): the borrowings (gross or net) of the project companies.

Recourse borrowings (gross or net): total borrowings (gross or net) less non-recourse borrowings (gross or net).

Backlog: short-and long-term unearned revenue from contracts awarded. Once they have been formalised, these contracts are included in the backlog.

- **Short-term backlog:** represents the estimated unearned Construction, Industrial and Services revenue, and also includes expected revenue from changes in contracts or additional work estimated on the basis of the percentage of completion of the projects.
- **Long-term backlog:** represents the estimated future revenue of the concessions, over the concession term, based on the financial plan of each concession and including assumptions concerning changes in the exchange rates between the euro and other currencies, inflation, prices, tolls and traffic volumes.

Market capitalisation: number of shares at year-end multiplied by the year-end share price.

Earnings per share (EPS): profit or loss attributable to the Parent divided by the average number of shares in the year.

PER: year-end share price divided by the earnings per share for the last twelve months.

Comparable: sometimes adjustments are made to certain figures to make them comparable between years, for example by eliminating extraordinary impairment, significant inclusions in or exclusions from the scope of consolidation that can distort the comparison between years of aggregates such as sales, the exchange rate effect, etc. The adjustments made in each case are detailed in the corresponding heading.

GRI table – Environmental performance indicators

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
301-1 Materiales utilizados, por peso o volumen // Materials used, by weight or volume						
Tierras, rocas y áridos de cantera // Quarry-sourced earth and rock (t)	19,436,069.61		-	-	-	19,436,069.61
Tierras, rocas y áridos subproducto de otras actividades // Earth and rock, byproducts of other activities (t)	6.536.468.01		-	322.00	-	6,536,790.01
Tierra vegetal // Topsoil (t)	146,290.88	-	-	86.64	-	146,377.52
Tierra vegetal subproducto de otra actividad // Topsoil, byproduct of another activity (t)	1.756.157.29		-	-	-	1,756,157.29
Metales // Metals (t)	658,659.98	1,562.23	-	-	-	660,222.21
Hormigón // Concrete (t)	3,977,217.20	185,472.72	-	-	-	4,162,689.92
Cemento // Cement (t)	172,037.82		-	-	-	172,037.82
Mezclas bituminosas // Asphalt mixes (t)	280,911.41	-	-	-	-	280,911.41
Betunes // Bitumen (t)	15,431.29	-	-	-	-	15,431.29
Aceites y grasas industriales // Industrial oils and greases (t)	166.12	0.18	-	1,17	-	167.47
Productos químicos (disolvente) // Chemicals (solvents) (t)	60.99	23.20	13.51	1.51	0,07	99.28
Fertilizantes // Fertilizers (t)		-	-	-	-	0.00
Plásticos y derivados // Plastics and derivatives (t)			-	1.83	-	1.83
Pintura organoclorada // Organochlorine paint (t)	14.79		-	-	-	14.79

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
Pintura no organoclorada // Non-organochlorine paint (t)	111.67		-	-	-	111,67
Gases refrigerantes // Refrigerant gases (t)	0.03	-	0.43	0,01	-	0,47
Productos forestales certificados // Certified forestry products (t)	435.69	-	-	-	-	435,69
Papel (producto forestal no certificado reciclado) // Paper (non-certified recycled forestry products) (t)	14,84	0,00	0,10	0.10	35.18	50.22
Papel (producto forestal no certificado no reciclado) // Paper (non-certified non-recycled forestry products) (t)	129,40	0,00	0,37	4.72	92.06	226.54
Madera (producto forestal no certificado) // Wood (non-certified forestry product) (t)	126,695.85	-	-	-	0,00	126,695,85
Tejidos // Fabrics (t)	-	-	55.39	0,03	-	55,42
TOTAL (t)	33,106,872,86	187,058,33	69,80	418.02	127.30	33,294,546.30
PRODUCTOS COMPRADOS DIRECTOS // PRODUCTS PURCHASED DIRECTLY (t)	33,106,501,51	187,034,95	55,83	410.51	0.00	33,294,002.79
PRODUCTOS-MATERIALES NO RENOVABLES // NON-RENEWABLE PRODUCTS-MATERIALS (t)	31,077,148,91	187,058,33	13,94	326.52	0.07	31,264,547.77
301-2 **Porcentaje de los materiales utilizados que son materiales valorizados // Percentage of materials used that are recycled input materials**						
TOTAL (t)	8,951,300	1,562	0	322	-	8,953,219,73
PORCENTAJE // PERCENTAGE (%)	27.0%	0,8%	0.1%	77.1%	-	26.9%
301-3 **Porcentaje de productos vendidos, y sus materiales de embalaje, que son recuperados al final de su vida útil, por categorías de productos // Percentage of products sold and their packaging materials that are reclaimed by category**	La actividad del Grupo OHL no produce bienes con embalajes destinados a la venta // The business activity of the OHL Group does not produce goods with packaging intended for sale					

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
302-1 Consumo energético interno // Energy consumption within the organization						
Consumo de combustible de fuentes no renovables // Consumption of fuels from non-renewable sources						
Gasoil // Gasoil (l)	32,567,543	2,135,029	635,134	16,893	15,044	35,369,642
Gasoil // Gasoil (GJ)	1,238,898	81,218	24,161	643	572	1,345,493
Gasolina // Gasoline (l)	1,681,268	518,575	8,490	69,812	16,041	2,294,185
Gasolina // Gasoline (GJ)	55,518	17,124	280	2,305	530	75,758
Gas natural // Natural gas (m^3)	892,339	0	0	0	0	892,339
Gas natural // Natural gas (GJ)	34,810	0	0	0	0	34,810
GLP // LPG (l)	234,299	43,082	0	60,697	0	338,078
GLP // LPG (GJ)	5,510	1,013	0	1,427	0	7,950
Lignito // Lignite (kg)	374,053	0	0	0	0	374,053
Lignito // Lignite (GJ)	9,725	0	0	0	0	9,725
CONSUMO TOTAL DE COMBUSTIBLE DE FUENTES NO RENOVABLES // TOTAL CONSUMPTION OF FUEL FROM NON-RENEWABLE SOURCES (GJ)	1.344.462	99.356	24.441	4,375	1,102	1,473,736
Consumo de combustible de fuentes renovables // Consumption of fuel from renewable sources						
Biodiesel (l)	3,903	695	0	0	0	4,597

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
Biodiesel (GJ)	134	24	0	0	0	157
CONSUMO TOTAL DE COMBUSTIBLE DE FUENTES RENOVABLES // TOTAL CONSUMPTION OF FUEL FROM RENEWABLE SOURCES (GJ)	134	24	0	0	0	157
Energía indirecta adquirida para consumo // Indirect energy purchased for consumption						
ELECTRICIDAD // ELECTRICITY (GJ)	213.900	30.145	982	2,035	1,577	248,640
Energía indirecta autogenerada para consumo // Self-generated indirect energy for consumption						
SOLAR (GJ)	0	101	0	0	0	101
CONSUMO TOTAL DE ENERGIA // TOTAL ENERGY CONSUMPTION (GJ)	1.558.495	129.626	25.423	6,410	2,679	1,722,634
302-2	**Consumo energético externo // Energy consumption outside of the organization**					
CONSUMO DE ENERGIA FUERA DE LA ORGANIZACIÓN // ENERGY CONSUMPTION OUTSIDE OF THE ORGANIZATION (GJ)	El consumo energético externo más relevante se produce por parte de los usuarios de las infraestructuras y por los proveedores y subcontratista//The most important external energy consumption is produced by the users of the infrastructures and by the suppliers and subcontractors.					
302-3	**Intensidad energética // Energy intensity**					
MEDIDA DE LA ORGANIZACIÓN: VENTAS (Millones de euros) // MEASURED BY THE ORGANIZATION: SALES (Millions of euros)	1,533	270	238	48	-	2,088
INTENSIDAD ENERGÉTICA DE LAS VENTAS (GJ/Millones de euros) // ENERGY INTENSITY OF THE SALES (GJ/Millions of euros)	1,017	480	107	133	-	825
302-4	**Reducción del consumo energético // Reduction of energy consumption**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group				

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS		CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
302-5	**Reducciones de los requisitos energéticos de los productos y servicios // Reductions in the energy requirements of the products and services**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group					
303-1	**Captación total de agua por fuentes // Total water withdrawal by source**						
	AGUAS SUPERFICIALES // SURFACE WATER (m^3)	513,004	199,544	0	0	0	712,547
	AGUAS SUBTERRANEAS // GROUND WATER (m^3)	526,203	423,510	0	5,378	0	955,091
	AGUAS PLUVIALES captadas y almacenadas por la organización // RAIN WATER collected and stored by the organization (m3)	0	0	0	0	0	0
	AGUAS RESIDUALES de otra organización // WASTEWATER from another organization (m^3)	0	0	0	0	0	0
	AGUAS DE SUMINISTRO PÚBLICO // MUNICIPAL WATER SUPPLIES OR OTHER WATER UTILITIES (m^3)	650,823	131,313	178,781	0	9,442	970,359
	TOTAL (m^3)	1,690,030	754,366	178,781	5,378	9,442	2,637,997
303-2	**Fuentes de agua que han sido afectadas significativamente por la captación de agua // Water sources significantly affected by withdrawal of water**	El Grupo OHL no realiza captaciones de agua que afecten significativamente a la biodiversidad y hábitats de los recursos hídricos afectados. Todas las captaciones son actividades autorizadas por la administración, garantizando que la toma de agua no influye en el caudal ecologico ni en las necesidades de consumo de la población. En las zonas de estrés hídrico se toman medidas especiales para reducir al máximo el impacto. // The OHL Group does not make extractions of water that significantly affect the biodiversity and habitats of the water resources affected. All of the collections/uses are activities approved by the authorities, guaranteeing that the intake of water does not influence the ecological abundance or the consumption needs of the population. Special measures are taken in water-stressed areas to reduce the impact as far as possible.					
	Número de fuentes de agua afectadas por la captación (desglosadas por tamaño, por clasificación como área protegida, en términos de biodiversidad y según valor para las comunidades locales) // Number of sources of water affected by extraction (ŸŸSize of water source; whether or not the source is designated as a protected area ŸŸBiodiversity value; value or importance of water source to local communities and indigenous peoples)	Descripción recogida en el indicador EN11, EN12, EN13 y EN14 // Description set out in indicators EN11, EN12, EN13 and EN14.					

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS		CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
303-3	**Porcentaje y volumen total de agua reciclada y reutilizada // Percentage and total volume of water recycled and reused**						
	VOLUMEN TOTAL DE AGUA RE RECICLADA O REUTILIZADA // TOTAL VOLUME OF RECYCLED OR REUSED WATER (m^3)	248,515	7,749	0,00	0,00	0,00	256,264
	PORCENTAJE DE AGUA REUTILIZADA O RECICLADA SOBRE EL TOTAL CONSUMIDO // PERCENTAGE OF REUSED OR RECYCLED WATER ON THE TOTAL CONSUMED (%)	15%	1%	0%	0%	0%	10%
304-1	**Instalaciones operativas propias, arrendadas, gestionadas que sean adyacentes o estén ubicadas en áreas protegidas y áreas no protegidas de gran valor para la biodiversidad // Operational sites owned, leased, managed in, or adjacent to, protected areas and areas of high biodiversity value outside protected areas**	Con actividades en 27 áreas. Ver más información en anexo sobre Actuaciones de Protección de la Biodiversidad // With activities in 28 areas. See more information in appendix on Biodiversity Protection Measures.	Con actividades en 1 área. Ver más información en anexo sobre Actuaciones de Protección de la Biodiversidad // With activities in 1 area. See more information in appendix on Biodiversity Protection Measures.	Con actividades en 2 áreas. Ver más información en anexo sobre Actuaciones de Protección de la Biodiversidad // With activities in 1 area. See more information in appendix on Biodiversity Protection Measures.	Con actividades en 0 áreas. Ver más información en anexo sobre Actuaciones de Protección de la Biodiversidad // With activities in 0 areas. See more information in appendix on Biodiversity Protection Measures	Sin actividades en áreas protegidas y áreas no protegidas de gran valor para la biodiversidad // No activities in protected and non-protected areas of high biodiversity value	Ver detalle para cada una de las divisiones // See details for each of the divisions
304-2	**Descripción de los impactos más significativos en la biodiversidad de áreas protegidas o áreas de alto valor en términos de biodiversidad no protegidas, derivados de las actividades, productos y servicios // Description of significant impacts of activities, products, and services on biodiversity in protected areas and areas of high biodiversity value outside protected areas**	Con caracter general, la actividad de OHL puede producir algunos impactos sobre las aguas, la atmósfera, el litoral costero, la flora y la fauna. Estos impactos son controlados mediante planes de seguimiento específicos y aplicando las correspondientes medidas preventivas, correctivas y compensatorias incluidas en cada Evaluación de Impacto Ambiental. Ver más información en anexo sobre Actuaciones de Protección de la Biodiversidad // On a general basis, OHL's business activity can bring about some impacts on the water, the air, coastal areas, plant and animal life. These impacts are controlled through specific monitoring plans and by applying appropriate preventive, corrective and compensatory measures included in each Environmental Impact Assessment. More information is available in the appendix on Biodiversity Protection Measures.					
304-3	**Hábitats protegidos o restaurados // Habitats protected or restored**						

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
AREAS PROTEGIDAS DURANTE LAS OPERACIONES // PROTECTED AREAS DURING OPERATIONS (Ha)	192	0	9		0	201
AREAS RESTAURADAS // RESTORED AREAS (Ha)	51	6	9		0	66
Ubicación, verificación externa y estado al final del periodo de reporte // Location, external verification and status at the end of the reporting period	Ver más información en documento sobre Actuaciones de Protección de la Biodiversidad // See more information in appendix on Biodiversity Protection Measures					
VERIFICACIÓN EXTERNA Y ESTADO AL FINAL DEL PERIODO DE REPORTE // EXTERNAL VERIFICATION AND STATUS AT THE END OF THE REPORTING PERIOD	La verificación o control de habitats se realiza por organismos gubernamentales o por verificadores externos independientes. En el caso particular de OHL Desarrollos se dispone de verificación externa por parte de la autoridad ambiental PROFEPA y otros certificados ambientales voluntarios Rain Forest Alliance y Ecocheck de Cristal. El estado de las áreas protegidas y restauradas al final del periodo de reporte se mantiene conforme con lo planificado // The verification or monitoring of habitats is carried out by government bodies or by external independent verifierss. In the particular case of OHL Desarrollos there is external verification by the environmental authority, PROFEPA, and through other voluntary environmental certificates, such as the Rain Forest Alliance and the Cristal Ecocheck. The status of the protected and restored areas at the end of the reporting period is in consonance with the status planned					
304-4	**Número de especies, desglosadas en función de su peligro de extinción, incluidas en la Lista Roja de la IUCN y en listados nacionales y cuyos hábitats se encuentren en áreas afectadas por las operaciones según el grado de amenaza de la especie // Total number of IUCN Red List species and national conservation list species with habitats in areas affected by operations, by level of extinction risk**					
ESPECIES EN PELIGRO CRÍTICO // CRITICALLY ENDANGERED SPECIES (Nº)	0	2	0	0	0	2
ESPECIES EN PELIGRO // ENDANGERED SPECIES (Nº)	4	0	0	0	0	4
ESPECIES VULNERABLES // VULNERABLE SPECIES (Nº)	6	0	2	0	0	8
ESPECIES CASI AMENAZADAS // NEAR-THREATENED SPECIES (Nº)	5	0	1	0	0	6
ESPECIES DE PREOCUPACIÓN MENOR // LEAST CONCERN SPECIES (Nº)	61	0	20	0	0	81
OTRAS ESPECIES CON DATOS INSUFICIENTES // OTHER DATA DEFICIENT SPECIES (Nº)	55	0	2	0	0	57
OTRAS ESPECIES SIN GRADO DE VULNERABILIDAD DEFINIDO // OTHER SPECIES WITHOUT A DEFINED DEGREE OF VULNERABILITY (Nº)	3	0	0	0	0	3

	INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
305-1	**Emisiones directas de gases de efecto invernadero (Alcance 1) // Direct greenhouse gas emissions (Scope 1)**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group					
	EMISIONES DIRECTAS DE ALCANCE 1 // DIRECT SCOPE 1 EMISSIONS (t CO_2 eq)	100,357.68	7,365.77	2,505.37	304.04	80.63	110,613.50
	OTRAS EMISIONES DIRECTAS BIOGÉNICAS - FUERA DE ALCANCE // OTHER DIRECT BIOGENIC EMISSIONS - OUTSIDE OF SCOPES (t CO_2 eq)						
305-2	**Emisiones indirectas de gases de efecto invernadero (Alcance 2) // Indirect greenhouse gas emissions (Scope 2)**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group					
	EMISIONES INDIRECTAS DE ALCANCE 2 // INDIRECT SCOPE 2 EMISSIONS (t CO_2 eq)	18,726.49	5,402.79	83.84	254.41	79.75	24,547.29
305-3	**Otras emisiones indirectas de gases de efecto invernadero (Alcance 3) // Other indirect greenhouse gas emissions (Scope 3)**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group					
	EMISIONES INDIRECTAS DE ALCANCE 3 // INDIRECT SCOPE 3 EMISSIONS (t CO_2 eq)	1,633,277.99	37,485.20	1,798.84	614.87	1,592.44	1,674,769.35
	OTRAS EMISIONES INDIRECTAS BIOGÉNICAS - FUERA DE ALCANCE // OTHER INDIRECT BIOGENIC EMISSIONS - OUTSIDE OF SCOPES (t CO_2 eq)	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.
305-4	**Intensidad de las emisiones de gases de efecto invernadero:** Alcance 1 + 2 / Ventas (tCO2e / Millones de euros) // **Greenhouse gas (GHG) emissions intensity:** Scope 1 + 2 / Sales (t CO2 e / Millions of euros)	77,69	47,33	10,89	11,59	N.A.	64,72
305-5	**Reducción de las emisiones de gases de efecto invernadero // Reduction of the greenhouse gas emissions**	Ver Informe de Emisiones de GEI del Grupo OHL // See the GHG Emissions Report of the OHL Group					
305-6	**Emisiones de sustancias que agotan el ozono (toneladas CFC-11 equivalente) // Emissions of ozone-depleting substances (ODS) (tons of CFC-11 equivalents)**	0,00	0,00	0,00	0,00	0,00	0,00

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
SUSTANCIAS INCLUIDAS EN EL CÁLCULO // SUBSTANCES INCLUDED IN THE CALCULATION	La actividad del Grupo OHL no realiza emisiones significativas de sustancias destructoras de la capa de ozono // The business activity of the OHL Group does not produce significant emissions of substances that deplete the ozone layer					
305-7 NOx, SOx y otras emisiones atmosféricas significativas por tipo y peso // NOX, SOX, and other significant air emissions						
EMISIONES DE NOx // NOx EMISSIONS (t)	132.26	9.91	2.44	0.39	0.11	145.12
EMISIONES DE SOx // SOx EMISSIONS (t)	181.24	13.77	3.42	0.41	0.15	199.00
EMISIONES DE COV // COV EMISSIONS (t)	13.07	0.99	0.24	0.03	0.01	14.34
EMISIONES DE PARTÍCULAS PM // PM PARTICLES EMISSIONS (t)	27.83	2.11	0.53	0.06	0.02	30.56
306-1 Vertidos totales de aguas residuales, según su naturaleza y destino // Total water discharge by quality and destination						
AL SUELO // TO THE SOIL (m^3)	432,439.00	0	0	0	0	432,439
AL ALCANTARILLADO // TO THE SEWAGE SYSTEM (m^3)	706,524	801,211	0	350,954	0	1,858,689
AL AGUA SUPERFICIAL // TO SURFACE WATER (m^3)	263,699	58,009	0	0	0	321,708
AL MAR // TO THE SEA (m^3)	2,594	0	0	0	0	2,594
AL SUBSUELO // TO THE SUBSOIL (m3)	0	0	0	0	0	0
REUTILIZADA POR TERCERO // REUSED BY A THIRD PARTY (m^3)	0	0	0	0	0	0
TRATAMIENTO // TREATMENT	Vertido al alcantarillado general y posterior tratamiento (fisico-químico y biológico como mínimo) en EDAR // Discharged to the general sewage and subsequent treatment physical-chemical and biological as a minimum) at WWTP					
PARÁMETROS // PARAMETERS	Según autorización y normativa del país // According to the approval and regulations of the country					
306-2 Peso total de residuos, según tipo y método de tratamiento // Total weight of waste by type and disposal method						

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
RESIDUOS CONSTRUCCIÓN Y DEMOLICIÓN NO PELIGROSOS (RCD) // NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE (t)	32,148,439	1,649,261	29	144	0	33,797,873
Reutilizada // Reused (%)	16%	4%	0%	50%	-	16%
Valorizados // Recovered (%)	23%	0%	0%	0%	-	22%
Vertedero // Landfill (%)	60%	96%	100%	50%	-	62%
OTROS RESIDUOS NO PELIGROSOS // OTHER NON-HAZARDOUS WASTE (t)	104,334	285	25	406	2	105,052
Compostaje // Compost (%)	7%	1%	0%	0%	0%	7%
Reutilización // Reuse (%)	6%	4%	0%	64%	0%	7%
Reciclaje // Recycling (%)	25%	2%	10%	2%	100%	25%
Recuperación // Recovery (%)	16%	0%	0%	0%	0%	15%
Agricultura // Agriculture (%)	0%	0%	0%	0%	0%	0%
Vertidos o depósitos // Landfill (%)	44%	93%	90%	35%	0%	44%
Otros destinos // Other destinations (%)	2%	0%	0%	0%	0%	2%
RESIDUOS PELIGROSOS (t) (Gestores autorizados) // HAZARDOUS WASTE (t) (Authorized waste companies)	586	0	2	0	0	588
Reutilización // Reuse (%)	0%	0%	0%	0%	0%	0%
Reciclaje // Recycling (%)	4%	100%	8%	71%	100%	4%
Recuperación // Recovery (%)	0%	0%	0%	0%	0%	0%

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
Agricultura // Agriculture (%)	0%	0%	0%	0%	0%	0%
Vertidos o depósitos // Landfill (%)	88%	0%	92%	29%	0%	88%
Otros destinos // Other destinations (%)	9%	0%	0%	0%	0%	9%

306-3	**Número total y volumen de los derrames accidentales más significativos // Total number and volume of significant spills**	No se han producido derrames significativos de sustancias peligrosas (volumen inferior a 1500 litros distribuidos en 16 localizaciones) // No significant spills of hazardous substances have occurred (volume less than 1500 liters distributed in 16 locations)
306-4	**Peso de los residuos transportados, importados, exportados o tratados que se consideran peligrosos según la clasificación del Convenio de Basilea, anexos I, II, III y VIII y porcentaje de residuos transportados internacionalmente // Weight of transported, imported, exported, or treated waste deemed hazardous under the terms of the Basel Convention2 Annex I, II, III, and VIII, and percentage of transported waste shipped internationally**	El Grupo OHL no realiza transporte de residuos fuera del ámbito interno de sus actividades // The OHL Group does not transport waste outside of the internal environment of its operations
306-5	**Identificación, tamaño, estado de protección y valor de biodiversidad de las masas de agua y hábitats relacionados, afectados significativamente por vertidos de agua y aguas de escorrentía de la organización informante // Identity, size, protected status, and biodiversity value of water bodies and related habitats significantly affected by the organization's discharges of water and runoff**	El Grupo OHL no realiza vertidos de agua y aguas de escorrentía que afecten significativamente a la biodiversidad y hábitats de los recursos hídricos afectados // The OHL Group does not discharge water and runoff that would significantly affect the biodiversity and habitats of the water resources affected
307-1	**Valor monetario de las multas significativas y número de sanciones no monetarias por incumplimiento de la normativa ambiental // Monetary value of significant fines and total number of non-monetary sanctions for non-compliance with environmental laws and regulations**	

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS	CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
MULTAS SIGNIFICATIVAS // SIGNIFICANT FINES (Euros)	22,901.00	0,00	0,00	0,00	0,00	22,901.00
SANCIONES SIGNIFICATIVAS NO MONETARIAS // SIGNIFICANT NON-MONETARY PENALTIES (nº)	0	0	0	0	0	Ninguna // Zero
CASOS RESUELTOS POR OTROS MECANISMOS (Procedimientos planteados ante instituciones de arbitraje) // CASES BROUGHT THROUGH DISPUTE RESOLUTION MECHANISMS (Procedures brought before arbitration institutions)	0	0	0	0	0	Ninguna // Zero

308-1	**Porcentaje de nuevos proveedores que se examinaron en función de criterios ambientales // Percentage of new suppliers that were examined on the basis of environmental criteria**	A todos los proveedores en el proceso de homologación se les solicita información de gestión medioambiental // Environmental management information is requested from all suppliers in the approval process
308-2	**Impactos ambientales negativos significativos, reales y potenciales, en la cadena de suministro y medidas al respecto // Significant actual and potential negative environmental impacts in the supply chain and actions taken**	**Impactos ambientales negativos significativos en la cadena de suministro:** Emisiones de gases de efecto invernadero, consumos-vertidos de agua y residuos. **Proveedores cuyo impacto ambiental se ha evaluado:** OHL ha evaluado la materialidad de las emisiones GEI procedentes de los proveedores de su cadena de suministro a partir de un modelo de estimación indirecta basado en tablas "multi-regional input-output (MRIO)" elaboradas según datos del "Global Trade Analysis Project (GTAP)". **Proveedores que tienen impactos reales:** El modelo ha estimado que un 70% de las emisiones de GEI se producen a causa del 2,62% de la cadena de suministro. **Proveedores con los que se han acordado mejoras o se ha puesto fin a la relación como resultado de la evaluación:** 0%. Actualmente se están estableciendo las bases para una participación directa con los proveedores de la cadena de suministro // **Significant adverse environmental impacts in the supply chain:** Greenhouse gas emissions, consumption-discharge of water and waste. **Suppliers whose environmental impact has been assessed:** OHL has assessed the materiality of the GHG emissions produced by the suppliers in its supply chain by using an indirect estimate model based on "multi-regional inputoutput (MRIO)" tables prepared according to data from the "Global Trade Analysis Project (GTAP)". **Suppliers who have real impacts:** The model has estimated that 70% of the GHG emissions are produced on account of 2.62% of the supply chain. **Suppliers with which improvements have been agreed or with which the business relationship has been terminated as a result of the assessment:** 0%. At the present time the terms for establishing direct participation with the suppliers in the supply chain are being addressed.

INDICADORES DEL DESEMPEÑO AMBIENTAL // ENVIRONMENTAL PERFOMANCE INDICATORS		CONSTRUCCION // CONSTRUCTION	INDUSTRIAL // INDUSTRIAL	SERVICIOS // SERVICES	DESARROLLOS // DEVELOPMENTS	CORPORATIVO // CORPORATE	TOTAL (sin Concesiones) TOTAL (without Concessions)
103-2	**Número de reclamaciones ambientales que se han presentado, abordado y resuelto mediante mecanismos formales de reclamación // Number of grievances about environmental impacts filed, addressed, and resolved through formal grievance mechanisms**	El Grupo OHL no ha presentado ni abordado reclamaciones ambientales a través de mecanismos formales en el año de reporte ni en años previos // The OHL Group has not lodged or addressed environmental claims either through formal mechanisms, in the reporting year or in previous years					

GRI Tables

General GRI indicators

GENERAL CONTENTS	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 101 Foundation 2017					
101 Principles			-About this report (pages 79-82) -Generating value - e) Social and relationship value - V.- Relations with stakeholders and partnerships (page 68)	✓	
GRI 102 General disclosures 2017 - Organizational profile					
102-1 Name of the organization			- About this report - d) Contact data (page 82)	✓	
102-2 Activities, brands, products, and services		16 PAZ, JUSTICIA E INSTITUCIONES SÓLIDAS 17 ALIANZAS PARA LOGRAR LOS OBJETIVOS	- Strategy - a) Business model - I.- Strategic Plan (pages 14 - 16)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-3 Location of headquarters			- About this report - d) Contact data (page 82)	✓	
102-4 Location of operations			- OHL in a click - a) Group Profile - II.- Worldwide Presence (page 2) - About this report - a) Scope (page 79)	✓	
102-5 Ownership and legal form			- Good Governance - a) Good Governance - I.- Ownership structure (page 69)	✓	
102-6 Markets served		16 17	- OHL in a click - a) Group Profile - II.- Worldwide Presence (page 2) - Strategy - a) Business model - I.- Strategic Plan (pages 14 - 16)	✓	
102-7 Scale of the organization		8	- OHL in a click - a) Group Profile - II.- Worldwide Presence (page 2) OHL in a click - c) 2017 in figures - I.- Main aggregates (page 6) - Strategy - a) Business model - I.- Strategic Plan (pages 14 - 16)	✓	
102-8 Information on employees and other workers		8	- OHL in a click - a) Group Profile - II.- Worldwide Presence (page 2) - Generating value - d) The value of people (pages 49 - 50)	✓	(1) (2)
102-9 Supply chain		5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47- 48)	✓	(1)
102-10 Significant changes to the organization and its supply chain		5 8 16	- OHL in a click - c) 2017 in figures (page 6) - About this report - a) Scope (page 79)	✓	
102-11 Precautionary Principle or approach			- Generating value - d) The value of people - I.- Environmental risk management (page 58) - Good Governance - c) Effective risk management (pages 75-77)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-12 External initiatives			- Generating Value - b) Value for the Customer - II.- Innovative culture and R&D+i (pages 45 - 46) - Generating value - d) The value of people - VII.- Human rights (pages 56 & 57)	✓	
102-13 Membership of associations		5 8 16	- Generating Value - b) Value for the Customer - II.- Innovative culture and R&D+i (pages 45 - 46) - Generating value - d) The value of people - VII.- Human rights (pages 56 - 57)	✓	
Strategy					
102-14 Statement from senior decision-maker		16 17	- Strategy - a) Business model - II.- Strategic Plan (pages 16 - 19)	✓	
102-15 Key impacts, risks, and opportunities		16	- Strategy - a) Business model - II.- CSR Management (pages 16 - 19) - Generating Value - d) Environmental Value - I.- Environmental risk management (page 58) - About this report - c) Materiality (pages 80-82)	✓	
Ethics and integrity					
102-16 Values, principles, standards, and norms of behavior		5 16	- Good Governance - b) Ethics and compliance (pages 73-75)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-17 Mechanisms for advice and concerns about ethics		5 16	- Good Governance - b) Ethics and compliance - II.- Ethical communications channel (pages 74-75)	✓	
Governance					
102-18 Governance structure		5 16	- Good Governance - a) Good Governance - II.- Governance Bodies (pages 69-73)	✓	
102-19 Delegating authority		5 16	- Strategy - a) Business model - II.- CSR Management (page 18) - Regulations of the Board of Directors - Mission of the Board.	✓	
102-20 Executive-level responsibility for economic, environmental, and social topics		5 16	- Strategy - a) Business model - II.- CSR Management (pages 18)	✓	
102-21 Consulting stakeholders on economic, environmental, and social topics		5 16	-Generating value - e) Social and relationship value - V.- Relations with stakeholders and partnerships (page 68) - About this report - c) Materiality (pages 80-82)	✓	
102-22 Composition of the highest governance body and its committees		5 16	- Good Governance - a) Good Governance - II.- Governance Bodies (pages 69-73)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-23 Chair of the highest governance body		5 16	- Good Governance - a) Good Governance - II.- Governance Bodies (page 69)	✓	
102-24 Nominating and selecting the highest governance body		5 16	- Annual Corporate Governance Report C.1.19	✓	
102-25 Conflicts of interest		16	- Good Governance - a) Good Governance - II.- Governance Bodies (page 70) - Annual Corporate Governance Report D.6	✓	
102-26 Role of highest governance body in setting purpose, values, and strategy		5 16	- Good Governance - a) Ethics and Compliance- I.- Code of Ethics and Anti-Corruption Policy (pages 73 -74) - Regulations of the Board of Directors - Mission of the Board.	✓	
102-27 Collective knowledge of highest governance body		5 16	- Regulations of the Board of Directors - Mission of the Board. - Annual Corporate Governance Report C.1.3	✓	
102-28 Evaluating the highest governance body's performance		5 16	Annual Corporate Governance Report C.1.19 and C.1.20	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-29 Identifying and managing economic, environmental, and social impacts		5 16	- Strategy - a) Business model - II.- CSR Management (pages 16 - 19) - Generating Value - d) Environmental Value - I.- Environmental risk management (page 58) - About this report - c) Materiality (pages 80-82)	✓	
102-30 Effectiveness of risk management processes		17	- Good Governance - c) Effective Risk Management (pages 75-77) - Generating Value - d) Environmental Value - I.- Environmental risk management (page 58) - Annual Corporate Governance Report E.5. and E.6.	✓	
102-31 Review of economic, environmental, and social topics		5 16	- Good Governance - a) Good Governance - II.- Governance Bodies (pages 69-73)	✓	
102-32 Highest governance body's role in sustainability reporting		5 16	- Strategy - a) Business model - II.- CSR Management (page 18)	✓	
102-33 Communicating critical concerns		5 16	- Generating value - e) Social and relationship value - V.- Relations with stakeholders and partnerships (page 68)	✓	
102-34 Nature and total number of critical concerns		5 16	- Annual Corporate Governance Report E.3	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-35 Remuneration policies			- Directors Remuneration Report. - Financial Statements: 4.7 - Remuneration of directors and senior executives and conflicts of interest	✓	
102-36 Process for determining remuneration			- Directors Remuneration Report. - Financial Statements: 4.7 - Remuneration of directors and senior executives and conflicts of interest - Regulations of the Board of Directors of Obrascón Huarte Lain, S.A. Chapter VIII. Remuneration of the CEO.	✓	
102-37 Stakeholders' involvement in remuneration			- Directors Remuneration Report. - Financial Statements: 4.7 - Remuneration of directors and senior executives and conflicts of interest - Regulations of the Board of Directors of Obrascon Huarte Lain, S.A. Chapter VIII. Remuneration of the CEO.	✓	
102-38 Annual total compensation ratio			Confidential Information	×	(N.V.)
102-39 Percentage increase in annual total compensation ratio			Confidential Information	×	(N.V.)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
Stakeholder engagement					
102-40 List of stakeholder groups			- About this report - d) Materiality (pages 80-82)	✓	
102-41 Collective bargaining agreements	Principio 1 Principio 3		**70%** of the Group's workforce is covered by Collective Agreements. - Appendix III - Information on collective bargaining.	✓	(1)
102-42 Identifying and selecting stakeholders			- About this report - d) Materiality (pages 80-82)	✓	
102-43 Approach to stakeholder engagement			- Strategy - a) Business model - II.- CSR Management (pages 16 - 19) - Generating Value - e) Social and relationship value - V.- Relations with stakeholders (page 69) - About this report - c) Materiality (pages 81 - 83)	✓	
102-44 Key topics and concerns raised			- About this report - d) Materiality (pages 81-82)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
Reporting practice					
102-45 Entities included in the consolidated financial statements			- About this report - a) Scope (page 79) - Financial Statements: Appendix I and Appendix II.	✓	
102-46 Defining report content and topic Boundaries			- About this report - a) Scope (page 79 - 82)	✓	
102-47 List of material topics			- About this report - d) Materiality (pages 81-82)	✓	
102.-48 Restatements of information			- OHL in a click - b) Group performance and main milestones in 2017 (pages 2 - 5)	✓	
102-49 Changes in reporting			- Strategy - a) Business model - II.- Director's Report by division (page 19) - About this report - a) Scope (page 79)	✓	
102-50 Reporting period			2017.	✓	
102-51 Date of most recent report			2016.	✓	
102-52 Reporting cycle			Annual.	✓	
102-53 Contact point for questions regarding the report			- About this report - d) Contact data (page 82)	✓	
102-54 Claims of reporting in accordance with the GRI Standards		16 PAZ, JUSTICIA E INSTITUCIONES SÓLIDAS	- About this report - d) Preparation methodology (pages 79-80)	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
102-55 GRI content index			- About this report - d) Preparation methodology (pages 79-80)	✓	
102-56 External verification			- About this report - d) Preparation methodology (pages 79-80) - Appendix of GRI Tables	✓	

Economic GRI indicators

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 103 Management approach 2017: Economic Performance (201), Market Presence (202), Indirect Economic Impacts (203), Procurement Practices (204), Anti-corruption (205) and Anti-competitive Behavior (206)					
103-1 Explanation of the material topic and its Boundary			- About this report - d) Materiality (pages 80 - 82)	✓	
103-2 The management approach and its components			- Strategy - a) Business model - II.- Strategic Plan - II.- CSR Management (pages 16 - 19)	✓	
103-3 Evaluation of the management approach			- Strategy - a) Business model - II.- Strategic Plan - II.- CSR Management (pages 16 - 19)	✓	
GRI 201 Economic Performance 2017					
201-1 Direct economic value generated and distributed			- Generating value - e) Social and relationship value - V.- Distribution of generated and distributed value (page 63)	✓	
201-2 Financial implications and other risks and opportunities due to climate change	Principio 7 Principio 8		- Generating Value - d) Environmental Value - II.- Climate Change and energy. (pages 60-61) - CDP Climate Change Disclosure Project of the OHL Group - CC2.1 and CC2.2.	✓	(3)
201-3 Defined benefit plan obligations and other retirement plans			The Group does not have any post-employment benefit obligations in the form of pension plans or other benefits.	✓	
201-4 Financial assistance received from government			- Consolidated financial statements - Note 3.21	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 202 Market Presence 2017					
202-1 Ratios of standard entry level wage by gender compared to local minimum wage	Principio 6	5 8 10	The Group offers its employees an initial compensation package equal to or higher than the legal minimum established in each country.	✓	(4)
202-2 Proportion of senior management hired from the local community	Principio 6		**85.1%** of the Group's executives abroad are nationals of the same country	✓	(5)
GRI 203 Indirect Economic Impacts 2017					
203-1 Infrastructure investments and services supported			- Generating Value - e) Social and relationship value - III.- Social investment (pages 65-67)	✓	
203-2 Significant indirect economic impacts			- Generating Value - f) Social and relationship value. (Pages 62-69)	✓	
GRI 204 Procurement Practices 2017					
204-1 Proportion of spending on local suppliers		5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47- 48)	✓	(1)
GRI 205 Anti-corruption 2017					
205-1 Operations assessed for risks related to corruption		16	- Good Governance - b) Ethics and Compliance - I - Code of Ethics and Anti-Corruption Policy (pages 73-74) - Good Governance - c) Effective risk management (pages 75-77) - Good Governance - d) Internal Audit (pages 77-79)	✓	(3)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
205-2 Communication and training about anti-corruption policies and procedures		16	- Good Governance - b) Ethics and compliance - I.- Code of Ethics and Anti-Corruption Policy (pages 73-74) - Annual Corporate Governance Report F.1.2.	✓	
205-3 Confirmed incidents of corruption and actions taken		16	- Good Governance - b) Ethics and compliance - I.- Code of Ethics and Anti-Corruption Policy (pages 73-74) - Annual Corporate Governance Report F.1.2.	✓	(6)
GRI 206 Anti-competitive Behavior 2017					
206-1 Legal actions for anti-competitive behavior, anti-trust, and monopoly practices			In 2017 no significant legal actions were initiated against OHL for monopolistic or anti-trust practices.	✓	

Environmental GRI indicators

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 103 Management approach 2017: Linked to: Materials (301), Energy (302), Water (303), Biodiversity (304), Emissions (305), Effluents and Waste (306), Environmental Compliance (307), Supplier Environmental Assessment (308)					
103-1 Explanation of the material topic and its Boundary			- About this report - d) Materiality (pages 80-82)	✓	
103-2 The management approach and its components			- Generating Value - d) Environmental Value (pages 57-62)	✓	
103-3 Evaluation of the management approach			- Generating Value - d) Environmental Value (pages 57-62)	✓	
GRI 301 Materials 2017					
301-1 Materials used by weight or volume	Principio 7		- Generating Value - d) Environmental Value - III.- Circular economy and water management. (pages 61-62) - GRI Table - Environmental performance indicators.	✓	(7) (8)
301-2 Recycled input materials used	Principio 7 Principio 8		- Generating Value - d) Environmental Value - III.- Circular economy and water management. (pages 61-62) - Table of GRI Environmental performance indicators.	✓	(7) (8)
301-3 Reclaimed products and their packaging materials			The activity of the OHL Group does not produce goods with packaging intended for sale or capable of being reused.	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 302 Energy 2017					
302-1 Energy consumption within the organization			- Table of GRI Environmental performance indicators.	✓	(7) (8)
302-2 Energy consumption outside of the organization			The most significant external energy consumption relates to infrastructure users, suppliers and subcontractors. This information is not currently available.	✖	Not verified (N.V.)
302-3 Energy intensity			- Table of GRI Environmental performance indicators.	✓	(7) (8)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
302-4 Reduction of energy consumption	Principio 7 Principio 8 Principio 9		- Generating Value - d) Environmental Value - II.- Climate Change and energy. (Pages 60-61)	✓	(3)
302-5 Reductions in energy requirements of products and services	Principio 7 Principio 8 Principio 9		- Generating Value - d) Environmental Value - II.- Climate Change and energy. (pages 60- 61)	✓	(3)
GRI 303 Water 2017					
303-1 Water withdrawal by source	Principio 7		- Table of GRI Environmental performance indicators.	✓	(7) (8)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
303-2 Water sources significantly affected by withdrawal of water	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(3) (7)
303-3 Water recycled and reused	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(7) (8)
GRI 304 Biodiversity 2017					
304-1 Operational sites owned, leased, managed in, or adjacent to, protected areas and areas of high biodiversity value outside protected areas	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(3) (7)
304-2 Significant impacts of activities, products, and services on biodiversity	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(3) (7)
304-3 Habitats protected or restored	Principio 8		- Table of GRI Environmental performance indicators.	✓	(3) (9)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
304-4 IUCN Red List species and national conservation list species with habitats in areas affected by operations	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(3) (9)
GRI 305 Emissions 2017					
305-1 Direct (Scope 1) GHG emissions			- Table of GRI Environmental performance indicators.	✓	(7) (8) (10)
305-2 Energy indirect (Scope 2) GHG emissions			- Table of GRI Environmental performance indicators.	✓	(7) (8) (10)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
305-3 Other indirect (Scope 3) GHG emissions		3 7 8 12 13 14 15	- Table of GRI Environmental performance indicators.	✓	(7) (8) (10) (11)
305-4 GHG emissions intensity		3 7 8 12 13 14 15	- Table of GRI Environmental performance indicators.	✓	(7) (8)
305-5 Reduction of GHG emissions	Principio 7 Principio 8 Principio 9	3 8 12 13 14 15	- Table of GRI Environmental performance indicators.	✓	(3) (7)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
305-6 Emissions of ozone-depleting substances (ODS)			No significant emissions of this type were identified.	✓	
305-7 Nitrogen oxides (NO_X), sulfur oxides (SO_X), and other significant air emissions			- Table of GRI Environmental performance indicators.	✓	(7) (8)
GRI 306 Effluents and Waste 2017					
306-1 Water discharge by quality and destination	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(7) (8)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
306-2 Waste by type and disposal method	Principio 7 Principio 8		- Table of GRI Environmental performance indicators.	✓	(7) (8)
306-3 Significant spills	Principio 8		There were no significant spills of hazardous substances (volume under 1,500 litres distributed in 16 locations)	✓	(7) (8)
306-4 Transport of hazardous waste			Not material. The OHL Group has not transported any significant hazardous wastes.	-	
306-5 Water bodies affected by water discharges and/or runoff			Not material. The OHL Group has not made any water discharges or runoffs to water bodies that significantly affect the biodiversity and habitats of the water resources in question.	-	
GRI 307 Environmental Compliance 2017					

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
307-1 Non-compliance with environmental laws and regulations			- Table of GRI Environmental performance indicators.	✓	
GRI 308 Supplier Environmental Assessment 2017					
308-1 New suppliers that were screened using environmental criteria			All suppliers in the accreditation process are asked for environmental management information.	✓	
308-2 Negative environmental impacts in the supply chain and actions taken			- Table of GRI Environmental performance indicators.	✓	(3)

Social GRI indicators

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 103 Management approach 2017: Linked to: Employment (401), Labour/Management Relations (402), Occupational Health and Safety (403), Training and Education (404), Diversity and Equal Opportunity (405), Non-discrimination (406), Freedom of Association and Collective Bargaining (407), Forced or Compulsory Labor (409), Security Practices (410), Human Rights Assessment (412), Local Communities (413), Supplier Social Assessment(414), Public Policy (415), Customer Health and Safety (416), Marketing and Labeling (417), Customer Privacy (418), Socioeconomic Compliance (419)					
103-1 Explanation of the material topic and its Boundary			- About this report - d) Materiality (pages 80-82)	✓	
103-2 The management approach and its components			- Generating Value - b) Value for the Customer (pages 44-48) - Generating value - d) The value of people (pages 49-57) - Generating Value - e) Social and relationship value (pages 62-69) - Good Governance - b) Ethics and Compliance (pages 73-75)	✓	
103-3 Evaluation of the management approach			- Generating Value - b) Value for the Customer (pages 44-48) - Generating value - d) The value of people (pages 49-57) - Generating Value - e) Social and relationship value (pages 62-69) - Good Governance - b) Ethics and Compliance (pages 73-75)	✓	
GRI 401 Employment 2017					
401-1 New employee hires and employee turnover	Principio 6	5 8	Average turnover rate **5.26 %**	✓	(1) (12)
401-2 Benefits provided to full-time employees that are not provided to temporary or part-time employees	Principio 1 Principio 6	5 8 10	- Appendices: OHL Group employee benefits.	✓	(1)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
401-3 Parental leave	Principio 6		The OHL Group does not currently have sufficient information to provide a representative rate for this indicator.	-	
GRI 402 Labor/Management Relations 2017					
402-1 Minimum notice periods regarding operational changes	Principio 3		There are no minimum notice periods at OHL Group level. In any case, these are given pursuant to the legislation in each country.	✓	(3)
GRI 403 Occupational Health and Safety 2017					
403-1 Workers representation in formal joint management–worker health and safety committees			The Group's Human Rights Policy expressly demonstrates its commitment to respecting and protecting the human rights of the people at the Company, those in its supply chain and those in the communities affected by the activity of OHL. Furthermore, in Spain, in the search for active management of respect for human rights, this aspect has been taken into account in the selection criteria for security service providers and their adherence to the Global Compact.	✓	
403-2 Types of injury and rates of injury, occupational diseases, lost days, and absenteeism, and number of work-related fatalities			- Generating Value - c) The value of people - VI. Health and safety (Pages 54-56)	✓	(13)
403-3 Workers with high incidence or high risk of diseases related to their occupation			The OHL Group states that there is no proof of the existence of workers whose profession has a high incidence or risk of disease.	✓	

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
403-4 Health and safety topics covered in formal agreements with trade unions			The formal health and safety obligations of employees are covered by the various collective labour agreements entered into by the Group. In 2017 the OHL Group did not enter into new formal agreements covering matters relating to employee health and safety.	✓	
GRI 404 Training and Education 2017					
404-1 Average hours of training per year per employee		4 5 8	- Generating Value - c) The value of people - IV.- Training and development (pages 51 - 54) - Generating value - c) The value of people - VII.- Health and Safety (pages 54 - -56)	✓	(14)
404-2 Programs for upgrading employee skills and transition assistance programs		4 5 8	- Generating Value - c) The value of people - IV.- Training and development (pages 53 - 54)	✓	
404-3 Percentage of employees receiving regular performance and career development reviews		4 5 8	- Generating Value - c) The value of people - IV.- Training and development (pages 53 - 54)	✓	(3) (14)
GRI 405 Diversity and Equal Opportunity 2017					
405-1 Diversity of governance bodies and employees	Principio 6	5 8	- Good Governance - a) Good Governance - II.- Governance Bodies (page 69) - Annual Corporate Governance Report C.1.2 At 31 December 2017, **7.23%** of the employees of the OHL Group belonged to an ethnic minority. At 31 December 2017, **2.50%** of the employees were disabled.	✓	(1)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
405-2 Ratio of basic salary and remuneration of women to men		5 8 10	Base salaries are linked to professional categories and are the same for all persons, irrespective of sex, nationality or any other personal characteristic.	✓	(3)
GRI 406 Non-discrimination 2017					
406-1 Incidents of discrimination and corrective actions taken		5 8 16	OHL states its absolute rejection and zero tolerance of any behaviour or action that constitutes any form of sexual, moral or gender-based harassment and undertakes to cooperate actively, effectively and firmly in order to prevent, detect, correct and punish any such conduct. The Group has a Protocol for Prevention and Action in cases of Harassment, which is governed by the principles of speed, confidentiality, transparency, objectivity, impartiality and respect for the privacy and dignity of employees. - Good Governance - b) Ethics and Compliance - II.- Ethical Communications Channel (page 75)	✓	(6)
GRI 407 Freedom of Association and Collective Bargaining 2017					
407-1 Operations and suppliers in which the right to freedom of association and collective bargaining may be at risk	Principio 6	5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)
GRI 408 Child Labor 2017					
408-1 Operations and suppliers at significant risk for incidents of child labor	Principio 1 Principio 2 Principio 4 Principio 5	8	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 409 Forced or Compulsory Labor 2017					
409-1 Operations and suppliers at significant risk for incidents of forced or compulsory labor	Principio 1 Principio 2 Principio 4 Principio 5	5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)
GRI 410 Security Practices 2017					
410-1 Security personnel trained in human rights policies or procedures	Principio 1	8 16	The Group's Human Rights Policy expressly demonstrates its commitment to respecting and protecting the human rights of the people at the Company, those in its supply chain and those in the communities affected by the activity of OHL. Furthermore, in Spain, in the search for active management of respect for human rights, this aspect has been taken into account in the selection criteria for security service providers and their adherence to the Global Compact.	✓	(3)
GRI 411 Rights of Indigenous Peoples 2017					
411-1 Incidents of violations involving rights of indigenous peoples	Principio 1	8 16	The OHL Group did not identify any violations of the rights of indigenous peoples in 2017.	✓	
GRI 412 Human Rights Assessment 2017					

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
412-1 Operations that have been subject to human rights reviews or impact assessments	Principio 1 Principio 2 Principio 4 Principio 6	8 16	- Generating Value - c) The value of people - IV.- Human rights (page 57)	✓	(3)
412-2 Employee training on human rights policies or procedures	Principio 1	8 16	In 2017 no human rights training was given due to the need to adapt and update the contents of the corporate human rights course Since its launch in 2013, up to 2016 a total of 5,037 participants had attended formal human rights training sessions	✓	
412-3 Significant investment agreements and contracts that include human rights clauses or that underwent human rights screening	Principio 1	8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)
GRI 413 Local Communities 2017					
413-1 Operations with local community engagement, impact assessments, and development programs	Principio 1	1 17	- Generating Value - e) Social and relationship value - III.- Social investment (pages 65 - 67)	✓	(3)
413-2 Operations with significant actual and potential negative impacts on local communities	Principio 1	1	- Generating Value - e) Social and relationship value - III.- Social investment (pages 65 - 67) - Generating value - c) The value of people - VII. Human Rights (pages 56-57)	✓	(3)

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
GRI 414 Supplier Social Assessment 2017					
414-1 New suppliers that were screened using social criteria	Principio 6	5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)
414-2 Negative social impacts in the supply chain and actions taken		5 8 16	- Generating Value - b) Value for the Customer - IV.- Supply Chain (pages 47-48)	✓	(3)
GRI 415 Public Policy 2017					
415-1 Political contributions		16	The Code of Ethics prohibits any gift, invitation or hospitality to authorities, public officials or individuals that exceeds the criteria set out in the Anti-Corruption Policy.	✓	(15)
GRI 416 Customer Health and Safety 2017					
416-1 Assessment of the health and safety impacts of product and service categories		12	- Generating Value - b) Value for the Customer - III.- Quality Management (pages 46 - 47)	✓	(3)
416-2 Incidents of non-compliance concerning the health and safety impacts of products and services		12	No significant incidents have been identified as a result of non-compliance with regulations or voluntary codes relating to the impacts of products and services on health and safety during their lifecycle.	✓	
GRI 417 Marketing and Labeling 2017					

	GLOBAL COMPACT PRINCIPLES	SDG	References	Verification	Verification notes
417-1 Requirements for product and service information and labeling			Not material due to the Group's activities.	-	(N.V.)
417-2 Incidents of non-compliance concerning product and service information and labeling			Not material due to the Group's activities.	-	(N.V.)
417-3 Incidents of non-compliance concerning marketing communications			Not material due to the Group's activities.	-	(N.V.)
GRI 418 Customer Privacy 2017					
418-1 Substantiated complaints regarding concerning breaches of customer privacy and losses of customer data			No significant complaints or economic penalties have been received in this connection.	✓	
GRI 419 Socioeconomic Compliance 2017					
419-1 Non-compliance with laws and regulations in the social and economic area			- 2017 consolidated financial statements of the OHL Group (Note 4.6.2 Contingent liabilities and guarantees	✓	

✓ Content relating to 2017 revised considering the scope of information described and the verification notes.

- Not verified (V.N.)

(1) The review of this information consisted of checking the process of compiling and consolidating the data reported by OHL Group companies and its consistency with the accounting data.

(2) The induced jobs were estimated on the basis of the information available on the number and type of subcontractors and the average number of employees of companies of that type in each geographical area, per public data available in each country. The induced employment corresponds to 100% of the estimated workforce of the subcontractors without weighting the volume of transactions with the OHL Group.

(3) Indicator for which only partially or qualitatively reported.

(4) The rate is not reported.

(5) Not broken down by country.

(6) Only reports received through the Ethical Communications Channel are reported, with no breakdown by type.

(7) U S information for 2017 is not included and therefore the information is not comparable with the previous year.

(8) The review of this information consisted of checking the process of compiling, consolidating and translating the data reported by OHL Group companies and analysing the changes therein compared with the previous year. A review was also carried out of a sample of the evidence of the most significant company data in relation to indicators 302-1,305-1 and 305-2.

(9) Species and protected areas are only reported for certain projects.

(10) The emission factors used for the calculation of CO_2eq emissions are as follows: for electricity, the factor published by IEA (International Energy Agency 2011); for fuels IPCC 2006 and DEFRA 2016 (Department for Environment, Food and Rural Affairs); for travel DEFRA 2016; for materials DEFRA 2016 and the Construction Technology Institute of Catalonia 2015.

(11) Excludes issues arising from the activities of subcontractors and hauliers of the OHL Group.

(12) The rate of new hires is not reported. Average employee turnover is reported with no breakdown of age group, gender or region.

(13) Excludes data on fatalities or information by region or information concerning contractors and subcontractors.

(14) The scope of the information is limited to Spain.

(15) Only the approved internal policy is reported.

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Translation of a report originally issued in Spanish. In the event of a discrepancy, the Spanish-language version prevails.

Independent Assurance Report on the Corporate Responsibility Information included in the 2017 Consolidated Directors´ Report of OHL Group

To the Shareholders of Obrascón Huarte Lain, S.A.,

Scope of our engagement

We have performed the review, with a scope of limited assurance, of the Corporate Responsibility Information (CRI) included in the 2017 Consolidated Directors´ Report ("CDR" or "Report") of Obrascón Huarte Lain, S.A. and subsidiaries ("OHL Group"), the scope of which is defined in the chapter "About this report". Our engagement consisted of reviewing:

- The adherence of the CRI included in the CRM to the Global Reporting Initiative Sustainability Reporting Standards ("GRI-SRSs or GRI"), including the reliability and adequacy of the contents.

Verification standards and procedures

We conducted a limited assurance engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3000, Assurance Engagements Other than Audits or Reviews of Historical Financial Information issued by the International Auditing and Assurance Standards Board (IAASB) of the International Federation of Accountants (IFAC) and with Guidelines for engagements relating to the review of Corporate Responsibility Reports issued by the Spanish Institute of Certified Public Accountants for the issuance of limited assurance reports.

Our review work consisted of making inquiries to management and the various areas and business units of OHL, reviewing the processes for gathering and validating of the GRI contents presented in the CDR, and carrying out the following analytical procedures and sample-based review tests:

- Meetings with OHL Group´s personnel to ascertain the principles, systems and approaches applied in corporate social responsibility management.
- Review of the minutes of the meetings held in 2017 by the Board of Directors and its Commissions.
- Review of the steps taken in relation to the identification and consideration of stakeholders during the year and of the stakeholder participation processes, based on the analysis of the internal information and third-party reports available.
- Analysis of the coverage, materiality and completeness of the CRI on the basis OHL's understanding of the requirements of its stakeholders in relation to the material issues identified by the organization and described in the epigraph "Materiality" of the section "About this Report" of the CDR.
- Review of the information relating to the management approaches applied and verification of the existence and scope of policies, systems and procedures in corporate social responsibility areas.
- Analysis of the adherence of the CRI to the GRI standards and verification that the contents disclosed agree with those required by such standards.
- Review on a sample basis, of the quantitative and qualitative information relating to the GRI contents and the adequate compilation thereof based on the data provided by the information sources of OHL Group.

Responsibilities of the Directors of OHL Group and of Deloitte

- The preparation and contents of the Consolidated Management Report are the responsibility of the administrators of OHL Group. OHL Group management is responsible for defining, adapting and maintaining the management systems and internal control from which the information is obtained.
- Our responsibility is to issue an independent limited assurance report based on the work performed.
- Since a limited assurance is substantially less in scope than a reasonable assurance engagement, we do not provide reasonable assurance on the CRI and, accordingly, this report may not be considered an auditor's report.
- This report has been prepared solely in the interest of OHL in accordance with the terms and conditions of our engagement letter.
- We conducted our work in accordance with the independence standards required by the Code of Ethics issued by the International Ethics Standards Board for Accountants (IESBA), based on the fundamental principles of integrity, objectivity, professional competence, due care, confidentiality and professional behavior.
- In accordance with International Standard on Quality Control (ISQC) 1, Deloitte has in place a global system of quality control that includes documented policies and procedures in relation to compliance with ethical requirements, professional standards and applicable legislation.
- Our team consisted of professionals with experience on Corporate Responsibility reports, qualitative and specifically on economic, social and environmental performance and stakeholders' participation processes.

Deloitte, S.L. Inscrita en el Registro Mercantil de Madrid, tomo 13.650, sección 8ª, folio 188, hoja M-54414, inscripción 96ª.
C.I.F.: B-79104469. Domicilio social: Plaza Pablo Ruiz Picasso, 1, Torre Picasso, 28020, Madrid.

Conclusions

The GRI Tables in the Appendix to the 2017 CDR provides details of the content reviewed and the scope limitations of the review, and identifies any contents that does not cover all the areas required by GRI-SRSs. As a result of the procedures applied and the evidence obtained, except for the matters identified in the aforementioned GRI Table of Contents, nothing came to our attention that might lead us to believe that the CRI was not prepared, in all material respects (including the reliability and adequacy of the reviewed information), in accordance with GRI-SRSs.

In addition, we presented to the Management of the OHL Group our recommendations relating to the areas of improvement to consolidate processes, programs, and systems associate with Corporate Responsibility Management.

DELOITTE, S.L.

[redacted]

Helena Redondo

28th February 2018

BidBuy ILLINOIS ePROCUREMENT

Basic Purchasing | Department Access

NIGP Code Browse | My Account | Customer Service | About Current Organization: THA - Toll Highway Authority June 26, 2019 9:25:01 AM CDT

Home Items Documents Vendors Quick Buy Find It Lisa Pierotti

Open Market Bid 19-557THA-ENGCO-B-7118

Status: 2BO - Opened

General | Items | Address | Accounting | Routing | Attachments(9) | Notes | Bidders | Questions | Amendments(4) | Q & A | **Reminders(7)** | Summary

Due Date* (MM/DD/YYYY)	Comment* (max 250 characters)	Remind Whom*	Days Prior to Remind*	Date Completed (MM/DD/YYYY)	Send Email	Date Entered	Entered By
			0		☐		
04/30/2019	Please apply addendum #1 to Contract I-18-4446.	Eleanor Curcuro	0	04/30/2019	☑	04/30/2019 03:11:17 PM	Keisha Saintil
05/10/2019	Please apply addendum #2 to Contract I-18-4446.	Eleanor Curcuro	0	05/10/2019	☑	05/10/2019 10:28:22 AM	Keisha Saintil
05/22/2019	Please apply addendum #3 to Contract I-18-4446.	Eleanor Curcuro	0	05/22/2019	☑	05/22/2019 11:51:17 AM	Keisha Saintil
05/22/2019	Applied addendum #3 to Contract I-18-4446.	Keisha Saintil	0		☑	05/22/2019 12:27:16 PM	Eleanor Curcuro
06/20/2019	NOA for Approval	Eleanor Curcuro	0	06/20/2019	☑	06/20/2019 01:18:33 PM	Lisa Pierotti
06/26/2019	Waiver Granted	Lisa Pierotti	0		☑	06/26/2019 08:50:49 AM	Waiver/Other PPB

Due Date* (MM/DD/YYYY)	Comment* (max 250 characters)	Remind Whom*	Days Prior to Remind*	Date Completed (MM/DD/YYYY)	Send Email	Date Entered	Entered By
07/05/2019	Waiver Request	Waiver/Other PPB	13	06/26/2019	☑	06/20/2019 02:50:33 PM	Lisa Pierotti

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Save & Continue | Reset

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Pierotti, Lisa

From: il.bidbuy@illinois.gov
Sent: Wednesday, June 26, 2019 8:53 AM
To: Pierotti, Lisa
Subject: Reminder regarding Bid # 19-557THA-ENGCO-B-7118

Waiver Granted

Use this link to log on to BuySpeed Online: https://www.bidbuy.illinois.gov/bso/login.sdo

Illinois Department of Transportation

Certificate of Eligibility

Judlau Contracting, Inc.
26-15 Ulmer Street College Point, NY 11354

Contractor No 3042
(1st Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited	I
005	HMA PAVING	Unlimited	I
012	DRAINAGE	$20,450,000	I
014	ELECTRICAL	$5,125,000	I
017	CONCRETE CONSTRUCTION	Unlimited	I
031	PAV'T. TEXTUR. & SURF. REM.	$1,225,000	I
034	DEMOLITION	$11,150,000	I
08A	AGGREGATE BASES & SURF. (A)	$14,250,000	I
09C	HWY., R.R. & WATERWAY STR.	Unlimited	I

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/9/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 5/9/2019.

I Applicable to Illinois work only

[redacted]
Engineer of Construction

IL 494-0645

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: I-18-4446

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of **20th**, **June** **2019** 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 **Illinois** and authorized to do business in Illinois. {Attach Secretary of State certification}
* ~~a partnership consisting of~~
* ~~an individual doing business as~~
* ~~a joint venture consisting of no more than three (3) members.~~

with principal office in the City of **College Point**, in the State of **New York** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

AGREEMENT

CONTRACT NO: I-18-4446

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this _____ day of_____, _____, 2019 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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The following documents, taken as a whole, constitute the Contract:

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10. The Instructions and Information to Bidders.
11. The Advertisement for Sealed Bids.

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

CONTRACT NO: I-18-4446

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

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

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until April 3, 2020, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date April 3, 2022.

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

CONTRACT NO: I-18-4446

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

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

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until ~~April 3, 2020~~, May 1, 2020, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date ~~April 3, 2022~~. May 1, 2022.

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

8. Minutes and sign-in sheet for the Optional Pre-Bid Meeting held on April 23, 2019 are included with this Addendum (4 pages).

9. Responses to Request for Information received from the Plan Holders are included in this Addendum.

10. The Geotechnical Reports listed in S.P.119 have been revised. Added Geotechnical reports related to the McMaster-Carr Borrow site. Geotechnical Reports are now available in the Online Plan Room.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1

Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder) and
Contract Requirements, Volume I, Advertisement, Replace Page A-1R with Page A-1RR (attached).

This replacement contains the following revisions:

1.1 Revised Contract start date from July 3, 2019 to August 5, 2019.

1.2 Revised Contract completion date from April 3, 2020 to May 1, 2020.

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-18-4446 on or before 11:59 p.m. on **May 1, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all roadway and bridge work, shoulder work, installation of permanent pavement markings, and establishment of the traffic lanes to the final proposed traffic lane configuration such that permanent lane closures are no longer required under this Agreement for the performance of Contract I-18-4446 on or before 11:59 p.m. on **April 2, 2020.**

S.P. 103.3 INTERIM COMPLETION DATE

In order to allow sufficient time for Contract I-18-4438 Temporary ITS Fiber Relocation, the Contractor shall have completed all tree removal and tree pruning activities, with the exception of tree removal and tree pruning associated with Access Site No. H1, on or before 11:59 p.m. on **August 30, 2019.**

S.P. 103.4 INTERIM COMPLETION DATE

In order to allow sufficient time for ComEd to install critical path transmission towers, the Contractor shall have completed all pre-grading activities, including but not limited to: County Line Road Improvement, Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **October 4, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #1D
- ComEd Tower #2D
- ComEd Tower #3D
- ComEd Tower #7D
- ComEd Tower #8D
- ComEd Tower #9D
- ComEd Tower #10D
- ComEd Tower #11D
- ComEd Tower #12D
- ComEd Tower #13D
- ComEd Tower #14D
- ComEd Tower #15D

S.P. 103.5 INTERIM COMPLETION DATE

In order to allow sufficient time for ComEd to install critical path transmission towers, the Contractor shall have completed all pre-grading activities, including but not limited to: County Line Road Improvement, Grading, Drainage, Landscaping and Erosion Control on or before 11:59 p.m. on **November 15, 2019** at the following proposed ComEd Tower Locations:

- ComEd Tower #4D
- ComEd Tower #5D
- ComEd Tower #6D

In order to allow sufficient time for McMaster-Carr Supply Company to begin construction of a proposed building expansion, the Contractor shall have completely removed all Borrow Excavation Materials from the McMaster-Carr property and cease all activities on the property on or before 11:59 p.m. on **November 15, 2019.**

In order to place I-294 traffic back to existing conditions prior to winter, the Contractor shall have completed all Stage 2 activities related to Outside Shoulder Rehabilitation, installed final pavement markings and shifted traffic back to existing conditions on or before 11:59 p.m. on **November 15, 2019**.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **August 5, 2019.** The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 LIQUIDATED DAMAGES

S.P. 105.1.1 Liquidated Damages for Non-Completion Per S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

S.P. 105.1.2 Liquidated Damages for Non-Completion Per S.P. 103.2

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

S.P. 105.1.3 Liquidated Damages for Non-Completion Per S.P. 103.3

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **$9,000.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date for Milestone 1 stipulated in S.P. 103.3 that the work, or any part thereof, remains complete.

CONTRACT NO: I-18-4446

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

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

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

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

CONSIDERATION

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

ASSIGNMENT

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

CONTRACT NO: I-18-4446

COVENANT AGAINST CONTINGENT FEES

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

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

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

COMPTROLLER REQUIREMENTS FOR CONTRACTS

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

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

FREEDOM OF INFORMATION ACT

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

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

CONTRACT NO: I-18-4446
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:

26-15 Ulmer Street

College Point, NY 11356

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

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

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

Agreed By: [redacted] 6/12/19

Ex. V. President — Date

ARNAV AMIN

Printed Name as Signed Above

ATTEST: [redacted] (Seal)

Secretary

CESAR PEREIRA

Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: [redacted] July 15, 2019

Will Evans, Chairman ~~José Alvarez, Executive Director~~ — Date

APPROVED: [redacted] 7-11-19

Michael Colsch, Chief Financial Officer — Date

APPROVED: [redacted] 7/10/19

Kathleen Pasulka-Brown, General Counsel — Date

Approved as to Form and Constitutionality

[redacted] 7-9-19

Attorney General, State of Illinois — Date

CORPORATION SIGNATURE FORM

At a meeting on June 12, 2019 **, the Board of Directors**

of Judlau Contractring, Inc **adopted the following Resolution:**
(Name of Corporation)

"BE IT RESOLVED that Anrav Amin or Ashok Patel
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Judlau Contrating, 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-18-4446 **."**

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)

6/12/19
Date

[redacted]
Secretary

Corporation Signature Form (104.2) 06-18-2014

Illinois State Toll Highway Authority
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

X Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

Tax Exempt # [redacted]

Business Name: Judlau Contracting, Inc.

Address: 26-15 Ulmer St.

City: College Point State: NY Zip: 11356

Contract Number: I-18-4446

Estimated Contract Start Date: 08/05/19

Estimated Contract End Date: 05/01/20

Other:

This form is intended for use by the prime contractor on the above referenced contract number.
The prime contractor may provide a copy of this form to associated subcontractors and suppliers.

Note: Keep copy with vendor file

3/5/15 Ver 2.0

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4446

PERFORMANCE BOND

Bond No. 015205931 (Liberty)
47-SUR-300018-01-0082 (Berkshire)
PRF09287644 (Zurich)

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

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Liberty Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company and Zurich American Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of MA(Liberty) NY (Zurich) NE (Berkshire) with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Twelve Million Three Hundred Eighty-Seven Thousand Two Hundred Ninety-Five Dollars and Thirteen Cents ($12,387,295.13), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-18-4446: Retaining Wall Construction, Grading and Shoulder Rehabilitation
(Insert Contract Number and Description)

Tri-State Tollway (I-294) Mile Post 31.5 to Mile Post 34.9

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

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

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

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

this 11th day of June, 2019.

Surety Liberty Mutual Insurance Company
Berkshire Hathaway Specialty Insurance Company
Zurich American Insurance Company

Address 175 Berkeley Street, Boston, MA 02116 (Liberty)
1314 Douglas Street, Suite 1400, Omaha, NE 68102 (Berkshire)
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196 (Zurich)

By [redacted]
(Seal) Attorney in Fact
Francesca Kazmierczak

Agent for Surety Aon

Address 165 Broadway, 33rd Floor
New York, New York 10006

Principal Judlau Contracting, Inc.

Address 26-15 Ulmer Street
College Point, NY 11356

By [redacted]
(Signature) (Seal)
ARNAU AMIN E.V.P.
(Name & Title)

Attest [redacted]
Corporate Secretary Notary Public

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

(Attach Surety's Power of Attorney)

(Attach Notary Certificate authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate authenticating Signature of Representative of Principal if not attested by Corporate Secretary)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE Illinois

COUNTY OF DuPage

On this 12th day of June, in the year **2019** before me personally came Arnav Amin to me known, who, being by me duly sworn, did depose and say that Judlau he/she resides in Lisle, IL that he/she is the Executive Vice President of Judlau Contracting, Inc. the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

[redacted]

Notary Public or Commissioner of Deeds

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

ACKNOWLEDGEMENT OF SURETY

State of New York

County of New York

On this 11th day of June in the year 2019 before me personally came to me known, who, being by me duly sworn, did depose and say that Francesca Kazmierczak he/she resides in New York, NY that he/she is the Attorney-In-Fact for

Berkshire Hathaway Specialty Insurance Company

Zurich American Insurance Company

Liberty Mutual Insurance Company

the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.

[redacted]

Notary Public

ANNE L. POTTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6283845
Qualified In Queens County
My Commission Expires 06-17-2021

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.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198108-015009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Cynthia Farrell; Debra A. Deming; Sandra Diaz; Peter Healy; Jennifer L. Jakaitis; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Nancy Schnee; Valorie Spates; Susan A. Welsh

all of the city of New York 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 5th day of December, 2018.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [redacted]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [redacted]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 _____ day of JUN 11 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: [redacted]
Renee C. Llewellyn, 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, 2018

Assets

Cash and Bank Deposits	$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	**$48,830,564,857**

Liabilities

Unearned Premiums		$7,851,429,449
Reserve for Claims and Claims Expense		20,165,209,300
Funds Held Under Reinsurance Treaties		384,795,327
Reserve for Dividends to Policyholders		1,111,529
Additional Statutory Reserve		62,866,000
Reserve for Commissions, Taxes and Other Liabilities		3,999,822,802
Total		**$32,465,234,407**
Special Surplus Funds	$43,108,583	
Capital Stock	10,000,000	
Paid in Surplus	10,044,912,727	
Unassigned Surplus	6,267,309,139	
Surplus to Policyholders		**16,365,330,449**
Total Liabilities and Surplus		**$48,830,564,856**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* 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, 2018, 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 22nd day of March, 2019.

[redacted]

Assistant Secretary

S-1262LMIC/a 3/19

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Frances Rodriquez, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, 165 Broadway 33-225 of the city of New York State of New York,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[redacted]

By: [redacted]

David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[redacted]

By: [redacted]

David Fields, Vice President

NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

[redacted]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 11, 2019.

[redacted]

Officer

[redacted]

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	12/31/2018	9/30/2018	12/31/2017
Total invested assets	$ 4,313,185,189	$ 4,690,203,484	$ 4,516,104,907
Premium & agent balances (net)	301,849,144	311,427,850	297,141,264
All other assets	140,930,406	151,665,559	137,220,394
Total Admitted Assets	$ 4,755,964,739	$ 5,153,296,893	$ 4,950,466,565

LIABILITIES & SURPLUS*

	12/31/2018	9/30/2018	12/31/2017
Loss & loss exp. unpaid	$ 463,103,223	$ 439,336,367	$ 327,823,391
Unearned premiums	241,835,588	236,336,863	209,113,536
All other liabilities	570,628,148	723,445,065	663,892,150
Total Liabilities	1,275,566,959	1,399,118,295	1,200,829,077
Total Policyholders' Surplus	3,480,397,780	3,754,178,598	3,749,637,488
Total Liabilities & Surplus	$ 4,755,964,739	$ 5,153,296,893	$ 4,950,466,565

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating **Standard & Poor's: AA+ Rating**

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Susan A. WELSH, Aklima NOORHASSAN, Francesca KAZMIERCZAK, Frances RODRIGUEZ and Peter HEALY, all of New York, 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 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, deposeth 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.

[redacted]

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary 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 _____ day of JUN 11 2019.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2018 and December 31, 2017

	12/31/2018	12/31/2017
Assets		
Bonds	$ 17,540,109,648	$ 17,304,611,032
Preferred Stock	-	-
Common Stock	3,132,639,174	3,336,061,932
Real Estate	1,373,151,270	1,169,333,479
Other Invested Assets	1,113,225,492	1,398,151,991
Derivatives	642,656	34,100
Short-term Investments	24,895,313	122,752,224
Receivable for securities	75,504,004	216,911,554
Cash and cash equivalents	(38,621,060)	623,989,513
Securities lending reinvested collateral assets	47,379,583	142,251,002
Employee Trust for Deferred Compensation Plan	142,053,861	154,154,004
Total Cash and Invested Assets	$ 23,410,979,940	$ 24,468,250,829
Premiums Receivable	$ 4,800,865,144	$ 4,853,380,227
Funds Held with Reinsurers	371,693	289,784
Reinsurance Recoverable	1,298,188,705	648,465,014
Accrued Investment Income	126,363,306	132,373,174
Federal Income Tax Recoverable	503,312,859	477,481,846
Due from Affiliates	205,170,893	407,585,927
Other Assets	602,852,006	594,128,929
Total Assets	$ 30,948,104,546	$ 31,581,955,729
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 13,849,911,195	$ 14,125,301,895
Unearned Premium Reserve	3,819,936,876	4,274,053,819
Funds Held with Reinsurers	559,639,569	637,809,938
Loss In Course of Payment	959,528,132	888,528,099
Commission Reserve	120,056,749	112,790,522
Federal Income Tax Payable	-	88,988,756
Remittances and Items Unallocated	19,668,701	161,295,880
Payable to parent, subs and affiliates	106,578,289	221,304,753
Provision for Reinsurance	213,799,231	169,995,451
Ceded Reinsurance Premiums Payable	1,939,296,998	1,000,276,567
Securities Lending Collateral Liability	47,379,583	142,251,002
Other Liabilities	2,136,803,941	2,140,323,174
Total Liabilities	$ 23,772,599,265	$ 23,962,919,856
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	-	-
Special Surplus Funds	5,106,000	49,899,000
Cumulative Unrealized Gain	52,396,417	283,695,517
Unassigned Surplus	2,718,871,543	2,886,310,035
Total Policyholders' Surplus	$ 7,175,505,281	$ 7,619,035,873
Total Liabilities and Policyholders' Surplus	$ 30,948,104,546	$ 31,581,955,729

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, 2018, according to the best of my information, knowledge and belief.

[redacted]

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 20th day of March, 2019.

[redacted]

KATHERINE R SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019

THE ILLINOIS STATE TOLL HIGHWAY

AUTHORITY CONTRACT NO. I-18-4446

PAYMENT BOND

Bond No. 015205931 (Liberty)
47-SUR-300018-01-0082 (Berkshire)
PRF09287644 (Zurich)

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

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Liberty Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company and Zurich American Insurance Company
(Name of Surety) MA(Liberty) NY (Zurich) NE (Berkshire)
a corporation organized and existing under the laws of the State of 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 Twelve Million Three Hundred Eighty-Seven Thousand Two Hundred Ninety-Five Dollars and Thirteen Cents ($12,387,295.13), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-18-4446: Retaining Wall Construction, Grading and Shoulder Rehabilitation
(Insert Contract Number and Description)
Tri-State Tollway (I-294) Mile Post 31.5 to Mile Post 34.9

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

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

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

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

this 11th day of June, 2019.

Surety Liberty Mutual Insurance Company
Berkshire Hathaway Specialty Insurance Company
Zurich American Insurance Company

Address 175 Berkeley Street, Boston, MA 02116 (Liberty)
1314 Douglas Street, Suite 1400, Omaha, NE 68102 (Berkshire)
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196 (Zurich)

By [redacted]
(Seal) Attorney in Fact
Francesca Kazmierczak

Principal Judlau Contracting, Inc.

Address 26-15 Ulmer Street
College Point, NY 11356

By [redacted]
(Signature) (Seal)
ARNAV AMIN E.V.P.
(Name & Title)

Agent for Surety Aon

Address 165 Broadway, 33rd Floor
New York, NY 10006

~~Attest~~ [redacted]
~~Corporate Secretary~~ Notary Public

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

(Attach Surety's Power of Attorney)

(Attach Notary Certificate authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate authenticating Signature of Representative of Principal if not attested by Corporate Secretary)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE Illinois

COUNTY OF DuPage

On this 12th day of June, in the year **2019** before me personally came Arnav Amin to me known, who, being by me duly sworn, did depose and say that Judlau he/she resides in Lisle ILL that he/she is the Executive Vice President of Judlau Contracting, Inc the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

[redacted]

Notary Public or Commissioner of Deeds

"OFFICIAL SEAL"
KRISTEN CUTTILL
Notary Public, State of Illinois
My Commission Expires 4/19/2022

ACKNOWLEDGEMENT OF SURETY

State of New York

County of New York

On this 11th day of June in the year 2019 before me personally came to me known, who, being by me duly sworn, did depose and say that Francesca Kazmierczak he/she resides in New York, NY that he/she is the Attorney-In-Fact for

Berkshire Hathaway Specialty Insurance Company

Zurich American Insurance Company

Liberty Mutual Insurance Company

the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.

[redacted]

Notary Public

ANNE L. POTTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6283845
Qualified In Queens County
My Commission Expires 06-17-2021

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.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198108-015009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Cynthia Farrell; Debra A. Deming; Sandra Diaz; Peter Healy; Jennifer L. Jakaitis; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Nancy Schnee; Valorie Spates; Susan A. Welsh

all of the city of New York 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 5th day of December, 2018.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [redacted]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By [redacted]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 _____ day of JUN 11 2019.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: [redacted]
Renee C. Llewellyn, Assistant Secretary

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.

Not valid for mortgage, note, loan, letter of credit, [redacted] rate, [redacted] value guarantee.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets

Cash and Bank Deposits	$464,341,712
*Bonds — U.S Government	2,259,714,810
*Other Bonds	11,864,776,740
*Stocks	16,527,715,226
Real Estate	255,809,551
Agents' Balances or Uncollected Premiums	5,817,927,234
Accrued Interest and Rents	108,139,840
Other Admitted Assets	11,532,139,744
Total Admitted Assets	**$48,830,564,857**

Liabilities

Unearned Premiums		$7,851,429,449
Reserve for Claims and Claims Expense		20,165,209,300
Funds Held Under Reinsurance Treaties		384,795,327
Reserve for Dividends to Policyholders		1,111,529
Additional Statutory Reserve		62,866,000
Reserve for Commissions, Taxes and Other Liabilities		3,999,822,802
Total		**$32,465,234,407**
Special Surplus Funds	$43,108,583	
Capital Stock	10,000,000	
Paid in Surplus	10,044,912,727	
Unassigned Surplus	6,267,309,139	
Surplus to Policyholders		**16,365,330,449**
Total Liabilities and Surplus		**$48,830,564,856**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* 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, 2018, 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 22nd day of March, 2019.

[redacted]

Assistant Secretary

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Frances Rodriquez, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, 165 Broadway 33-225 of the city of New York State of New York,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[redacted]

By: [redacted]

David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[redacted]

By [redacted]

David Fields, Vice President

NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

[redacted]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 11, 2019.

[redacted]

Officer

[redacted]

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	12/31/2018	9/30/2018	12/31/2017
Total invested assets	$ 4,313,185,189	$ 4,690,203,484	$ 4,516,104,907
Premium & agent balances (net)	301,849,144	311,427,850	297,141,264
All other assets	140,930,406	151,665,559	137,220,394
Total Admitted Assets	$ 4,755,964,739	$ 5,153,296,893	$ 4,950,466,565

LIABILITIES & SURPLUS*

	12/31/2018	9/30/2018	12/31/2017
Loss & loss exp. unpaid	$ 463,103,223	$ 439,336,367	$ 327,823,391
Unearned premiums	241,835,588	236,336,863	209,113,536
All other liabilities	570,628,148	723,445,065	663,892,150
Total Liabilities	1,275,566,959	1,399,118,295	1,200,829,077
Total Policyholders' Surplus	3,480,397,780	3,754,178,598	3,749,637,488
Total Liabilities & Surplus	$ 4,755,964,739	$ 5,153,296,893	$ 4,950,466,565

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating **Standard & Poor's: AA+ Rating**

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Susan A. WELSH, Aklima NOORHASSAN, Francesca KAZMIERCZAK, Frances RODRIGUEZ and Peter HEALY, all of New York, 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 6th day of March, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, 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, deposeth 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.

[redacted]

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary 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 _____ day of _____, JUN 11 2019

[redacted]

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2018 and December 31, 2017

	12/31/2018	12/31/2017
Assets		
Bonds	$ 17,540,109,648	$ 17,304,611,032
Preferred Stock	-	-
Common Stock	3,132,639,174	3,336,061,932
Real Estate	1,373,151,270	1,169,333,479
Other Invested Assets	1,113,225,492	1,398,151,991
Derivatives	642,656	34,100
Short-term Investments	24,895,313	122,752,224
Receivable for securities	75,504,004	216,911,554
Cash and cash equivalents	(38,621,060)	623,989,513
Securities lending reinvested collateral assets	47,379,583	142,251,002
Employee Trust for Deferred Compensation Plan	142,053,861	154,154,004
Total Cash and Invested Assets	$ 23,410,979,940	$ 24,468,250,829
Premiums Receivable	$ 4,800,865,144	$ 4,853,380,227
Funds Held with Reinsurers	371,693	289,784
Reinsurance Recoverable	1,298,188,705	648,465,014
Accrued Investment Income	126,363,306	132,373,174
Federal Income Tax Recoverable	503,312,859	477,481,846
Due from Affiliates	205,170,893	407,585,927
Other Assets	602,852,006	594,128,929
Total Assets	$ 30,948,104,546	$ 31,581,955,729
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 13,849,911,195	$ 14,125,301,895
Unearned Premium Reserve	3,819,936,876	4,274,053,819
Funds Held with Reinsurers	559,639,569	637,809,938
Loss In Course of Payment	959,528,132	888,528,099
Commission Reserve	120,056,749	112,790,522
Federal Income Tax Payable	-	88,988,756
Remittances and Items Unallocated	19,668,701	161,295,880
Payable to parent, subs and affiliates	106,578,289	221,304,753
Provision for Reinsurance	213,799,231	169,995,451
Ceded Reinsurance Premiums Payable	1,939,296,998	1,000,276,567
Securities Lending Collateral Liability	47,379,583	142,251,002
Other Liabilities	2,136,803,941	2,140,323,174
Total Liabilities	$ 23,772,599,265	$ 23,962,919,856
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	-	-
Special Surplus Funds	5,106,000	49,899,000
Cumulative Unrealized Gain	52,396,417	283,695,517
Unassigned Surplus	2,718,871,543	2,886,310,035
Total Policyholders' Surplus	$ 7,175,505,281	$ 7,619,035,873
Total Liabilities and Policyholders' Surplus	$ 30,948,104,546	$ 31,581,955,729

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, 2018, according to the best of my information, knowledge and belief.

[redacted]

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 20th day of March, 2019.

[redacted]

KATHERINE R SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Judlau Contracting, Inc.
26-15 Ulmer Street
College Point NY 11354 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Charter Oak Fire Insurance Company	25615
INSURER B:	The Travelers Indemnity Co.	25658
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	ACE Property & Casualty Insurance Co.	20699
INSURER E:	XL Insurance America Inc	24554
INSURER F:	Starr Indemnity & Liability Company	38318

COVERAGES **CERTIFICATE NUMBER:** 570076898762 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			VTC2KC03K992299IND18	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			VTC2J-CAP-3K992423-TIL-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			VTSMJCUP3K99232ATIL18	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0L8858411825D WC AOS UB0L8857001825R WC MA	12/31/2018 12/31/2018	12/31/2019 12/31/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
G	Env Contr Prof			CE0742057004 SIR applies per policy terms & conditions	12/31/2018	12/31/2019	Professional SIR	$10,000,000 $50,000

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

Re:ISTHA I-18-4446, Retaining Wall Construction, Grading and Shoulder Rehabilitation TRI-STATE TOLLWAY (I-294) between mile Post 31.5 and Mile Post 34.9 in Cook County, Illinois.
The Illinois State Toll Highway Authority together with its officials, directors, employees, are included as additional insured under the General Liability, Auto Liability and Pollution Liability policies. A Waiver of Subrogation is granted in favor of Illinois State Toll Highway Authority together with its officials, directors, employees; The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager The Illinois Department of Transportation (IDOT), the Cook County Department of Transportation

CERTIFICATE HOLDER

The Illinois State Toll Highway Authority
Attention: Risk Management
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

[redacted]

Holder Identifier :

Certificate No : 570076898762

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AGENCY CUSTOMER ID: 570000065622
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Judlau Contracting, Inc.
POLICY NUMBER: See Certificate Number: 570076898762	
CARRIER: See Certificate Number: 570076898762 — 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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Indian Harbor Insurance Company	36940
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				US00082012LI18A Excess 1st 5M Master	12/31/2018	12/31/2019	Aggregate	$5,000,000
D				XCQG46851560002 Excess 2nd 20M x 5M (10M	12/31/2018	12/31/2019	Aggregate	$20,000,000
F				1000585492181 Excess 3rd 20M x 5M (10M	12/31/2018	12/31/2019	Aggregate	$25,000,000
							Each Occurrence	$25,000,000
	OTHER							
G	Env Contr Poll			CEO742057004 SIR applies per policy terms & conditions	12/31/2018	12/31/2019	Pollution	$10,000,000
							SIR	$50,000

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AGENCY CUSTOMER ID: 570000065622

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Judlau Contracting, Inc.
POLICY NUMBER: See Certificate Number: 570076898762	
CARRIER: See Certificate Number: 570076898762 — 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:

and Highways, the City of Northlake, City of Elmhurst, Village of Hillside and the Village of Berkley, their agents and employees
in accordance with the policy provisions of the General Liability, Auto Liability and Workers Compensation policies. General Liability and Auto Liability evidenced herein is Primary/Non-contributory to other insurance available to an Illinois State Toll Highway Authority together with its officials, directors, employees; The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager but only in accordance with the policy's provisions. The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager, The Illinois Department of Transportation (IDOT), the Cook County Department of Transportation and Highways, the City of Northlake, City of Elmhurst, Village of Hillside and the Village of Berkley, their agents and employees are to be included as Additional Insured on General Liability, Auto Liability and Pollution Liability.

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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

Names of Additional Insured Person(s) or Organization(s):

SEE ENDORSEMENT CG T8 17

Location of Covered Operations:

SEE ENDORSEMENT CG T8 17

(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", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE, OF CG D3 61 03 05, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION, IS AMENDED TO READ AS FOLLOWS:

Names of Additional Insured Person(s) or Organization(s):
Illinois State Toll Highway Authority together with its officials, directors and employees, including its officials and employees and any other person or organization, except any architect, engineer or surveyor, that you agree in a written contract with Illinois State Toll Highway Authority together with its officials, directors and employees, including its officials and employees, Inc. to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:
Any project to which an applicable written contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

SCHEDULE

Name of Person or Organization:

SEE ENDORSEMENT CG T8 13

Location And Description of Completed Operations:

SEE ENDORSEMENT CG T8 13

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE, OF CG D3 73 11 05, ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS, IS AMENDED TO READ AS FOLLOWS:

Name of person or Organization:
Illinois State Toll Highway Authority together with its officials, directors and employees, including its officials and employees and any other person or organization, except any architect, engineer or surveyor, that a written contract with Illinois State Toll Highway Authority together with its officials, directors and employees, including its officials and employees, Inc. specifically requires you to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description of Completed Operations:
Any project to which an applicable written contract described in the Name Of Additional Insured Person(s) Or Organization(s) section of this Schedule applies.

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:

Any architect, engineer or surveyor that you agree in a written contract with Illinois State Toll Highway Authority to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

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", "personal injury" or "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.

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", "personal injury" or "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSURED

Designated Additional Insured:

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

PROVISIONS

The insurance provided by another endorsement to this Coverage Part to the designated additional insured shown in the Schedule Of Designated Additional Insured is primary to other insurance available to that person or organization under which that person or organization qualifies as a named insured, and we will not share with that other insurance. However, the insurance provided to such designated additional insured by that

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other endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to that person or organization which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

      (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

      (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

      (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

      the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

      (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

      (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

      (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

      the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

      (3) If neither Paragraph **(1)** nor **(2)** above applies:

      (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

      (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section **III** – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph **3.** above.
5. The following is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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POLICY NUMBER: VTC2K-CO-3K992299-IND-18

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 06-18-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
The Illinois Department of Transportation (IDOT), the Cook County Department of Transportation and Highways, the City of Northlake, City of Elmhurst, Village of Hillside, and the Village of Berkley, their agents and employees.

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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. **WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. **PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. **AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. **BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-0L885841-18-25-D

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSURED

Designated Additional Insured:

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and

b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

PROVISIONS

The insurance provided by another endorsement to this Coverage Part to the designated additional insured shown in the Schedule Of Designated Additional Insured is primary to other insurance available to that person or organization under which that person or organization qualifies as a named insured, and we will not share with that other insurance. However, the insurance provided to such designated additional insured by that

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ENDORSEMENT #005

This endorsement, effective 12:01 a.m., December 31, 2018, forms a part of

Policy No. CEO742057004 issued to OHL USA, INC. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT ENDORSEMENT – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

PA/CE Plus: Professional Activities/Complete Execution + Pollution

PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS

In consideration of the premium charged, it is hereby understood and agreed that the following are additional insured(s), but only with respect to **Claim(s)** arising out of **Contracting Activities** performed by or on behalf of the **Named Insured**:

Schedule
Re 301 E69th Street MacArthur Properties, LLC 140 East 56th Street, Suite D New York, NY 10022 MacArthur Management Corp. 140 East 56th Street, Suite D New York, NY 10022 Berkadia Commercial Mortgage LLC. Master Service for Wells Fargo Bank, NA Trustee for Deutsche Mortgage & Assets Receiving Corp. Comm. Mtg. Pass Thru Cert Series 2005-C6 C/O Berkadia Commercial Mortgage LLC P.O. Box 1687 Horsham, PA 19044 The 301/69 Condominium 301 East 69th Street New York, NY 10021 301/69 Owners Corp. 301 East 69th Street New York, NY 10021 The New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), the Staten Island Rapid Transit Operating Authority ("SIRTOA"), the Metropolitan Transportation Auhtority ("MTA") including its subsidiaries and affiliates, MTA Capital Construction ("MTACC"), MTA Bus Company ("MTA Bus"), Triborough Bridge & Tunnel Authority (B&T) and the City of New York ("City" as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein. Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective

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affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

The City of New York, including its officials and employees
National Railroad Passenger
Metro-North Commuter Railroad Company
Midtown Trackage Ventures, LLC
Midtown TDR Ventures, LLC
Argent Ventures LLC
Connecticut Department of Transportation (CDOT) and the State of Connecticut
National Railroad Passenger Corp (AMTRAK)
CSX Transportation, Inc. & New York Central Lines, LLC
Delaware & Hudson Railway Company Inc. (D&H)
BNS International, Inc.

Illinois State Toll Highway Authority together with its officials, directors and employees.

The Illinois Department of Transportation (IDOT), the Cook County Department of Transportation and Highways, the City of Northlake, City of Elmhurst, Village of Hillside, and the Village of Berkley, their agents and employees.

"The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager that you contract with the Illinois State Toll Highway Authority."

All other terms, conditions and exclusions of this policy remain unchanged.

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GENERALI
Global Corporate & Commercial

CONSTRUCTION ALL RISKS INSURANCE BINDER
RISK DETAILS

TYPE: Construction/Erection All Risks and Existing Property Insurance

POLICY NUMBER: CAR700145

INSURED: Judlau Contracting Inc.

ADDITIONAL Named INSURED:

(i) The policy holder, as the lead Named Insured

(ii) Illinois State Toll Highway Authority (Principal/Owner)

(iii) Independent Engineers and/or Contractors and/or Subcontractors and/or Vendor and Manufacturers of every tier as their individual interest may appear and/or where required per any applicable contract/agreement.

(iii) Any other party having an insurable interest (and not mentioned above) to the extent that the Insured sub (i) is required by contract or agreement to provide insurance to such party(ies).

INSURED ADDRESS: TBA

INSURER: Generali U.S. Branch

PERIOD: August 05, 2019 to May 01, 2020 00:01 am, both days Local Standard Time at Insured Contract Site.

Extensions to the policy are be agreed by Insurer.

INSURED CONTRACT:

The work under this contract # ISTHA I-18-4446 includes, but is not limited to:

1.) **Grading**
- Pre-Grade flat areas to facilitate construction of 35 proposed ComEd

Electrical Tower foundations and poles (by others).

- Pre-Grade temporary and permanent access roadways to facilitate construction and maintenance of 35 proposed ComEd Electrical Tower foundations and poles (by others).

2.) Permanent Retaining Walls

- TS31.97R,NB (ComEd Tower #26) Mile Post 31.9
- TS32.10R,NB (ComEd Tower #25D) Mile Post 32.1
- TS32.60R,SB (ComEd Tower #21) Mile Post 32.6

3.) Temporary Soil Retention Systems (TSRS)

- ComEd Tower #31 Mile Post 31.5
- ComEd Tower #30 Mile Post 31.7
- ComEd Tower #28 Mile Post 31.8
- ComEd Tower #27 Mile Post 31.8
- ComEd Tower #22 Mile Post 32.5
- ComEd Tower #18 Mile Post 32.9
- ComEd Tower #17 Mile Post 33.0
- ComEd Tower #16 Mile Post 33.1

4.) Roadway

- Shoulder Rehabilitation of the Northbound and Southbound median and outside shoulders between Mile Post 31.5 and Mile Post 34.9.
- Three Median Crossovers between Mile Post 31.5 and Mile Post 32.6 including temporary lighting.

ESTIMATED CONTRACT VALUE (ECP): $12,387,495.

INTEREST:

SECTION I – ERECTION "ALL RISKS" (Builders' Risk)

Named Storms $TBA any one occurrence and in the annual aggregate.

DEDUCTIBLES:

SECTION I – ERECTION "ALL RISKS" (Builders' Risk)

i) $TBA each and every occurrence in respect of Storm, Tempest, Flood, Water Damage, Subsidence, Collapse, Earthquake, Defective Design, Materials Workmanship and Testing

ii) $TBA any one occurrence all other losses

TERRITORIAL LIMITS:

Anywhere in the United States of America including all inland transits and offsite storage therein (offsite limit $TBA).

LAW AND JURISDICTION:

This insurance is governed and construed in accordance with the laws of the state of Illinois.

In the event of dispute hereunder, each party agrees to submit to the courts of the state of Illinois.

PREMIUM:

$TBA

NON-ADMITTED PROVISION:

Please be advised that this insurance will be issued by a surplus lines Insurer. You warrant that a properly licensed Surplus Lines Broker is involved in the transaction as required by state law and below is responsible for adding the quoted and bound premium any state taxes or fees as

required by such law. Any surplus lines taxes or fees are in addition to the premium quoted above. The Surplus Lines Broker may also add reasonable fees for services provided by them, which shall be separately shown and described on any quotation to an Insured and not to exceed 10% of premium inclusive of commissions noted elsewhere in this proposal. The Broker is further responsible for all filings with any state regulatory body, including but not limited to copies of quotations, binders or policy declarations or policies: procurement affidavits or other affidavits, tax summaries; taxes; and fees. The Non-Admitted and Reinsurance Reform Act requires the determinations of the Named Insured's home state. Please sign and return the attached Statement of Producer form.

[redacted] 6/18/19

Underwriter Signature and Date

June 19, 2019

Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

REF: ISTHA I-18-4446 Retaining Wall Construction, Grading & Shoulder Rehabilitation – TRI-STATE TOLLWAY (I-294) between mile post 31.5 and mile post 34.9 Cook County, Illinois.

To whom it may concern,

As the authorized insurance broker for Judlau Contracting, Inc. and as the binding broker for the insurance company; Aon Risk Services Northeast, Inc. can confirm the following;

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

If you have any questions regarding or require additional information, please feel free to contract us.

Sincerely,

AON RISK SOLUTIONS

[redacted]

Adam Blasch
Account Executive
Construction Services Group
212-441-2395