

## RESOLUTION NO. 22074

**Background**

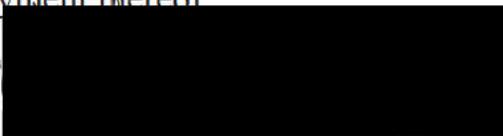
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4535 for Beam Fabrication on the Tri-State Tollway (I-294) over Mile Post 35.30 (Grand Avenue), Bridge Numbers 285 and 286. The lowest responsive and responsible bidder on Contract No. I-20-4535 is Judlau Contracting, Inc./S & J Construction Company Inc. (JV) in the amount of \$2,459,200.00.

**Resolution**

Contract No. I-20-4535 is awarded to Judlau Contracting, Inc./S & J Construction Company Inc. (JV) in the amount of \$2,459,200.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 

**RETURN WITH BID**

**CONTRACT I-20-4535**

**BEAM FABRICATION  
TRI-STATE TOLLWAY (I-294) OVER GRAND AVE.  
BRIDGE NUMBERS 285 AND 286  
MILE POST 35.30**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-20-4535  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 6/22/2020**

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30 a.m. local time on July 7, 2020

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The following missing pages are included in the Contract Volume I with this Addendum: P-5 and P-6.
2. The following revised Special Provision page is included with this Addendum: iRR.
3. The following new Special Provision pages are included with this Addendum: J-9A and J-9B.
4. An Optional Pre-Bid Meeting was held Tuesday, June 16, 2020 at 10 A.M. through the Tollway WebEx. The minutes and registration list from the Optional Pre-Bid Meeting held on June 16, 2020 are included in this Addendum.

## **CHANGES TO THE CONTRACT REQUIRED DOCUMENTS**

**Change #1** Contract Requirements, Volume I, add Pages P-5 and P-6 (attached).  
This addition contains the following revision:

- 1.1. Added missing P-5 and P-6 pages to Volume I.

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

**Change #2** Contract Requirements, Volume II, replace Page iR with iRR (attached).  
This replacement contains the following revision:

- 2.1 Updated Table of Contents to show new special provision pages added as part of this addendum.

**Change #3** Contract Requirements, Volume II, add Pages J-9A and J-9B (attached).  
This addition contains the following revision:

- 3.1 Added Special Provision for Contract Compliance (Illinois Tollway).

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**END OF ADDENDUM CHANGES**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT I-20-4535  
BEAM FABRICATION  
TRI-STATE TOLLWAY (I-294) OVER GRAND AVENUE  
BRIDGE NUMBERS 285 AND 286  
MILE POST 35.30  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1504065	FURNISHING PRECAST PRESTRESSED CONCRETE BEAMS, IL45	FOOT	4,398		
*	J1505469	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 1	CAL DAY	60		
*	J1505470	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 2	CAL DAY	60		
*	J1505471	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 3	CAL DAY	60		
*	J1505472	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 4	CAL DAY	60		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
TOTAL AMOUNT OF CORE WORK						
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	27,000.00	27,000.00
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(6,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(6,000.00)	
	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)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	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)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						27,000.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-20-4535**  
**BEAM FABRICATION**  
**TRI-STATE TOLLWAY (I-294) OVER GRAND AVENUE**  
**BRIDGE NUMBERS 285 AND 286**  
**MILE POST 35.30**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
		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

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**SPECIAL PROVISION**

**VOLUME II**

<b><u>S.P. No.</u></b>	<b><u>Description</u></b>	<b><u>Page. No.</u></b>
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S.P. 102	CONTRACT I-20-4535 INDEX OF DRAWINGS.....	J-2
S.P. 103	CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES .....	J-2
S.P. 104	NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK .....	J-3
S.P. 105	LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S) .....	J-3
S.P. 106	COOPERATION WITH UTILITIES AND OTHERS.....	J-4
S.P. 107	INSURANCE.....	J-5
S.P. 108	INDEMNIFICATION.....	J-6
S.P. 109	WORKING HOURS AND PROSECUTION OF THE WORK.....	J-6
S.P. 110	LIST OF INCIDENTALS TO THE PAY ITEMS .....	J-6
S.P. 111	EROSION AND SEDIMENT CONTROL .....	J-6
S.P. 112	QUALIFIED PRODUCTS.....	J-6
S.P. 113	RESERVED .....	J-6
S.P. 114	DELIVERY OF SALVAGEABLE MATERIAL TO THE ILLINOIS TOLLWAY .....	J-6
S.P. 115	ILLINOIS TOLLWAY OPERATIONAL FACILITIES .....	J-6
S.P. 116	APPROVING A PART OR PORTION OF THE WORK FOR BENEFICIAL USE .....	J-8
S.P. 117	RESERVED .....	J-8
S.P. 118	RIGHT-OF-WAY .....	J-8
S.P. 119	AVAILABLE GEOTECHNICAL INFORMATION .....	J-8
S.P. 120	AVAILABLE REPORTS .....	J-8
S.P. 121	ELECTRONIC DATA FILES AVAILABLE.....	J-8
S.P. 122	COMMITMENTS.....	J-9
S.P. 123	CONTRACT BOND .....	J-9
S.P. 124	SUBLETTING OF ASSIGNMENT OF CONTRACT.....	J-9R
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S.P. 126	QUALIFICATIONS AND CERTIFICATIONS .....	J-9
	CONTRACT COMPLIANCE (ILLINOIS TOLLWAY).....	J-9A
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	CONTRACTOR'S QUALITY PROGRAM (ILLINOIS TOLLWAY) .....	J-14

## **CONTRACT COMPLIANCE (Illinois Tollway)**

**Effective: June 19, 2020**

The following Articles of the Illinois Tollway Supplemental Specifications are revised as follows.

Revise Article 107.01(e) and Article 107.01(f) to read as follows:

(e) DBE Utilization Program. The Illinois Tollway has instituted a best efforts affirmative action program to encourage Contractors to increase the participation of disadvantaged business enterprises (DBE) on Illinois Tollway projects. The Illinois Tollway's goals are set forth in the Proposal and the Special Provision for Disadvantage Business Enterprises Participation which is part of the Contract Documents. The Illinois Tollway encourages contractors to make a best effort to achieve the Illinois Tollway's goals. Contractors and subcontractors must meet their requirements and should contact the Tollway's Diversity Department during the life of the project if they experience challenges in meeting their DBE hiring goals. Documentation of their goals shall be in the form prescribed by the Diversity Department.

(f) Veteran Owned Small Business (VOSB) Program. A VOSB is a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business. The VOSB program is separate and distinct from the DBE program. A single firm may not participate in a single project as both a VOSB and DBE firm. The Illinois Tollway has created a Partnering for Growth Program and guidelines for Veteran Owned Small Businesses (VOSBs) and encourages firms providing professional services to review the Program requirements set forth in the Proposal and the Special Provision for Veterans Small Business Participation and Utilization Plan-Construction to assist the Illinois Tollway in achieving its goals. Contractors and subcontractors must meet their requirements and should contact the Tollway's Diversity Department during the life of the project if they experience challenges in meeting their VOSB hiring goals. Documentation of their goals shall be in the form prescribed by the Diversity Department.

Revise the first paragraph of Article 109.07 to read as follows:

At least once each month the Engineer will make an approximate estimate, in writing, of the materials in place and completed, the amount of work performed, and the value thereof, at the Contract unit prices. From the amount so determined there shall be deducted 10 percent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the balance certified to the Illinois Tollway for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the Contract is less the \$500.00. Contractors and subcontractors are required to submit partial lien waivers for all pay estimate and retainage payment applications prior to contract completion, and final waivers of lien and sworn statements for final pay estimate and final retainage requests. Partial and final lien waivers and sworn statements in support of pay estimates and retainage release requests shall be uploaded through the B2gNow system, eliminating the need for the submission of paper documents. Payments to prime contractors by the Illinois Tollway are automatically transferred into the B2gNow system no later than the 8<sup>th</sup> of the month for the prior month. Prime contractors have until the 15<sup>th</sup> of the month to report payments they made to their subcontractors; and subcontractors have until the 25<sup>th</sup> of the month to confirm payments the prime contractors reported for them. Contractor and

subcontractor waivers of lien will be allowed to trail for a maximum of sixty (60) days if necessary. Otherwise waivers of lien and sworn statements are submitted with each pay estimate or retainage release request through the B2gNow system. Notwithstanding the above, after 50 percent or more of The Work is completed, the remaining partial payments will be made without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not, at any time, be less than 5 percent of the adjusted Contract Award Amount. If at any time, satisfactory progress is not being made in accordance with the Contract requirements, the Chief Engineering Officer may in his sole discretion, require 10 percent of the amount earned to date to be retained until after the completion of the entire work to the satisfaction of the Engineer or until satisfactory progress is made in accordance with the Contract requirements.

Revise Article 109.08(d) to read as follows:

(d)Final Payment Documents. Before final payment is made as provided in Article 109.08, the Contractor shall furnish the Illinois Tollway with the following final payment documents, which forms shall be provided to the Contractor by the Illinois Tollway or submitted through B2gNow:

Consent of Surety to Final Payment

Contractor's Affidavit

Contractors Verified Certificate

Final Waiver of Lien (submitted through B2gNow system)

Guarantee Against Defective Work

Release and Waiver (submitted throughB2gNow system)

The Consent of Surety to Final Payment, Release and Waiver and Guarantee Against Defective Work shall be signed by the Contractor and by a surety satisfactory to the Illinois Tollway.

## Manage Registrations: 4535 Optional Pre-Bid Meeting

[English : Chicago Time](#)

Event on Tuesday, June 16, 2020 10:00 am

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Pending (0)	Approved (39)	Rejected (0)	<b>All (39)</b>
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Maximum registrations allowed: 10000 Total registrations: 39

First Name	Last Name	Email Address	Registration Date & Time ▲	Status
<a href="#">Kevin</a>	<a href="#">Bird</a>	kbird@veritassteel.com	6/9/20 10:10 am	Approved
<a href="#">Cynthia</a>	<a href="#">Williams</a>	cmwilliams@getipass.com	6/10/20 11:00 am	Approved
<a href="#">Ryan</a>	<a href="#">Sylla</a>	rsylla@statetestingllc.com	6/10/20 11:17 am	Approved
<a href="#">Ron</a>	<a href="#">Manroe</a>	estimating@ams-es.net	6/10/20 12:57 pm	Approved
<a href="#">Edith</a>	<a href="#">De La Cruz</a>	edelacruz@antiguac.com	6/10/20 3:07 pm	Approved
<a href="#">Bartłomiej</a>	<a href="#">Krol</a>	b.krol@illiniprecast.com	6/11/20 8:28 pm	Approved
<a href="#">David</a>	<a href="#">Taggart</a>	dave.taggart@aecom.com	6/12/20 9:51 am	Approved
<a href="#">Matt</a>	<a href="#">Rempfer</a>	matt.rempfer@jacobs.com	6/15/20 9:09 am	Approved
<a href="#">Tony</a>	<a href="#">Matutis</a>	tony.matutis@canamgroupinc.com	6/15/20 10:07 am	Approved
<a href="#">Renad</a>	<a href="#">Alrousan</a>	ralrousan@4hdconsultants.com	6/15/20 10:24 am	Approved
<a href="#">ROYCE</a>	<a href="#">CUNNINGHAM</a>	asgrac@ameritech.net	6/15/20 10:43 am	Approved
<a href="#">Scott</a>	<a href="#">Eshleman</a>	eshlemanscott@stanleygroup.com	6/15/20 11:06 am	Approved
<a href="#">DATTA/ TINA</a>	<a href="#">PANDIT</a>	tina@e4contractor.com	6/15/20 1:49 pm	Approved
<a href="#">William</a>	<a href="#">Marrero</a>	newcastle129@yahoo.com	6/15/20 2:24 pm	Approved
<a href="#">Curtis</a>	<a href="#">Harmon</a>	info@fidelityplumbingllc.com	6/15/20 4:46 pm	Approved

<a href="#">Brian</a>	<a href="#">Blahous</a>	bblahous@omegaassociates.com	6/15/20 5:26 pm	Approved
<a href="#">Helena</a>	<a href="#">Hughes-Osby</a>	helena.m.hughes-osby@illinos.gov	6/16/20 8:10 am	Approved
<a href="#">Stefan</a>	<a href="#">Mourillon</a>	stefan@morcomnv.com	6/16/20 8:20 am	Approved
<a href="#">Deborah</a>	<a href="#">Whitaker</a>	dwhitaker@griggsandmitchell.com	6/16/20 8:22 am	Approved
<a href="#">John</a>	<a href="#">Grimm</a>	j.grimm@dunnetbay.net	6/16/20 8:27 am	Approved

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## Manage Registrations: 4529, 4535, 4382, 4538 Optional Pre-Bid Meeting

[English](#) : [Chicago Time](#)

Event on Tuesday, June 16, 2020 10:00 am

Page: [1](#) [2](#)

Pending (0)	Approved (40)	Rejected (0)	<b>All (40)</b>
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Maximum registrations allowed: 10000 Total registrations: 40

First Name	Last Name	Email Address	Registration Date & Time ▲	Status
<a href="#">ROXANNA</a>	<a href="#">DANIEL</a>	admin@tajdevelopment.com	6/16/20 9:29 am	Approved
<a href="#">Seannica</a>	<a href="#">Spencer</a>	sspencer@getipass.com	6/16/20 9:42 am	Approved
<a href="#">Terrence</a>	<a href="#">Tounsel</a>	ttounsel@getipass.com	6/16/20 9:48 am	Approved
<a href="#">Roger</a>	<a href="#">Winkelman</a>	roger.winkelman@stvinc.com	6/16/20 9:52 am	Approved
<a href="#">James</a>	<a href="#">Kowalewski</a>	jkowalewski@fhpaschen.com	6/16/20 9:53 am	Approved
<a href="#">Shawn</a>	<a href="#">Brodaski</a>	shawn.brodaski@stvinc.com	6/16/20 9:55 am	Approved
<a href="#">Mo</a>	<a href="#">Faraj</a>	mfaraj@getipass.com	6/16/20 9:56 am	Approved
<a href="#">ADAM</a>	<a href="#">LINTNER</a>	alintner@getipass.com	6/16/20 9:56 am	Approved
<a href="#">Nick</a>	<a href="#">Hoffman</a>	nick.hoffman@lenexsteel.com	6/16/20 9:56 am	Approved
<a href="#">Zia</a>	<a href="#">Khaliq</a>	zkhaliq@aegroupltd.com	6/16/20 9:56 am	Approved
<a href="#">M ke</a>	<a href="#">Wicks</a>	mwicks@getipass.com	6/16/20 9:57 am	Approved
<a href="#">Lori</a>	<a href="#">Geissler</a>	lgeissler@veritassteel.com	6/16/20 9:58 am	Approved
<a href="#">Jordan</a>	<a href="#">Kim</a>	jkim@getipass.com	6/16/20 9:59 am	Approved
<a href="#">Vytas</a>	<a href="#">Pelegrimas</a>	vpelegrimas@singhinc.com	6/16/20 9:59 am	Approved
<a href="#">Tim</a>	<a href="#">McCracken</a>	tim.m@ovcchicago.com	6/16/20 9:59 am	Approved

6/16/2020

<a href="#">Bruce</a>	<a href="#">Thomas</a>	bthomas@weoneil.com	6/16/20 10:00 am	Approved
<a href="#">Jim</a>	<a href="#">Maver</a>	jmayer@getipass.com	6/16/20 10:01 am	Approved
<a href="#">Brenda</a>	<a href="#">Chagoya</a>	bchagoya@getipass.com	6/16/20 10:02 am	Approved
<a href="#">Diana</a>	<a href="#">Hennington</a>	dhennington@comprehensivecc.com	6/16/20 10:02 am	Approved
<a href="#">Marvin</a>	<a href="#">Parks</a>	selectdevelopment@ymail.com	6/16/20 11:33 am	Approved

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**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-20-4535  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 6/15/2020**

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30 a.m. local time on July 7, 2020.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The IDOT prequalification and the last day for plan holder questions have been revised. Replace A-1 with the attached page A-1R.
2. The following revised Special Provision pages are included in the Contract with this Addendum: iR and J-9R.

# **CHANGES TO THE CONTRACT REQUIREMENTS**

## **CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

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

This replacement contains the following revision:

- 1.1. Revised A-1 IDOT Prequalification Requirement from "Yes" to "No".
- 1.2. Revised the last date for plan holder questions from June 17, 2020 to June 19, 2020.

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

**Change #2** Contract Requirements, Volume II, replace Pages i with Pages iR (attached).

This replacement contains the following revision:

- 2.1. Revised Table of Contents sheets to reflect special provision Change #3.

**Change #3** Contract Requirements, Volume II, replace Page J-9 with page J-9R (attached).

This replacement contains the following revisions:

- 3.1. Revised S.P. 124 to lower self-performance to 5% of the contract.

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**END OF ADDENDUM CHANGES**

# THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## ADVERTISEMENT FOR BIDS

### Bid Schedule and information for

### CONTRACT NO. I-20-4535

Bids for the above numbered contract as described below will only be accepted **electronically via BidBuy, the State of Illinois eProcurement System**. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received **PRIOR TO the bid opening at 10:30:00a.m., local time, July 7, 2020**. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.

An optional pre-bid meeting is scheduled for **June 16, 2020** at 10:00 a.m. local time through WebEx seminar. The WebEx link information will be provided via an Announcement.

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

The work to be done under this contract shall be started on or about **October 19, 2020**. All work under this contract shall be completed by **September 1, 2023**. The location of services to be performed: Tri-State Tollway (I-294) Mile Post 35.30 in Cook County, Illinois (Cook). The scope of work shall consist of: Furnishing and fabrication of precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware for the construction of the I-294 Bridges over Grand Avenue (Bridge Numbers 285 & 286 / Structure Numbers 016-9388 & 016-9389), store material until needed for erection and deliver to jobsite for placement.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).  
IDOT Prequalification required: No

If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three (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 certain 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 plan's special provisions, bid forms and other contract documents for this contract are available from BHFx Digital Imaging and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com). Copies of the current Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction can be purchased directly from BHFx Digital Imaging. The current Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the IDOT 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 4656D.4535\_Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on **June 19, 2020**.

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%) percent 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 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: **June 9, 2020**

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**SPECIAL PROVISION**

**VOLUME II**

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**S.P. 122      COMMITMENTS**

***NOT USED***

**S.P. 123      CONTRACT BOND**

***NOT USED***

**S.P. 124      SUBLETTING OF ASSIGNMENT OF CONTRACT**

This provision replaces paragraph one of Article 108.01 of the Illinois Tollway Supplemental Specifications, Subletting of Assignment of Contract.

The Contractor shall furnish the material, labor, equipment, and all incidentals necessary to perform, with its own organization, work items accounting for not less than **5** percent of the total Contract Award amount, based on quantities of items and unit prices contained in the Proposal. Except for the transporting of materials, no portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Chief Engineering Officer. All Subcontractors must be approved in writing before they commence any work. Approval in writing of a Subcontractor shall be construed as approval for the Contractor's subletting of that portion of The Work to be done by the Subcontractor. Subcontractors shall be considered and recognized only as agents, employees or workers of the Contractor and shall be subject to the same requirements as to character and competence as the Contractor. Subcontractors shall not be third party beneficiaries of the Contract. Requests for approval of Subcontractors shall show the nature and percentages of The Work to be done by each Subcontractor, to be computed based on the value of proposed quantities of Contract work items and unit prices to be subcontracted in relation to the total Contract amount. The Contractor shall not, under any circumstances, be relieved of its full and complete liability and obligations for The Work due to such subcontracting, and the Engineer shall not be required to deal directly with Subcontractors.

**S.P. 125      RESERVED**

***NOT USED***

**S.P. 126      QUALIFICATIONS AND CERTIFICATIONS**

***NOT USED***

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## **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 BIDS**  
**Bid Schedule and information for**  
**CONTRACT NO. I-20-4535**

Bids for the above numbered contract as described below will only be accepted **electronically via BidBuy, the State of Illinois eProcurement System**. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received PRIOR TO the bid opening at 10:30:00a.m., local time, **July 7, 2020**. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.

An optional pre-bid meeting is scheduled for **June 16, 2020** at 10:00 a.m. local time through WebEx seminar. The WebEx link information will be provided via an Announcement.

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

The work to be done under this contract shall be started on or about **October 19, 2020**. All work under this contract shall be completed by **September 1, 2023**. The location of services to be performed: Tri-State Tollway (I-294) Mile Post 35.30 in Cook County, Illinois (Cook). The scope of work shall consist of: Furnishing and fabrication of precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware for the construction of the I-294 Bridges over Grand Avenue (Bridge Numbers 285 & 286 / Structure Numbers 016-9388 & 016-9389), store material until needed for erection and deliver to jobsite for placement.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT). IDOT Prequalification required: No

If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three (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 certain 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 plan's special provisions, bid forms and other contract documents for this contract are available from BHFx Digital Imaging and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com). Copies of the current Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction can be purchased directly from BHFx Digital Imaging. The current Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the IDOT 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 4656D.4535\_Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on **June 19, 2020**.

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%) percent 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 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: **June 9, 2020**

# THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## ADVERTISEMENT FOR BIDS

### Bid Schedule and information for

#### CONTRACT NO. I-20-4535

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DATE: June 9, 2020

## Judlau Contracting/ S & J Construction (JV)

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

<b>Bid Bond, Signature and Corporate Seal</b>	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.	✓
<b>Preferences, Contacts and Affidavit</b>	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
<b>Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.	✓
<b>Illinois Dept. of Human Rights</b>	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner	✓
<b>Non-Collusion Affidavit</b>	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>Plant and Equipment Questionnaire and Current Contractual Obligations</b>	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>State Board of Elections</b>	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	✓

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

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

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

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

<b>Agreement</b>	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
<b>Performance Bond</b>	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Payment Bond</b>	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Insurance</b>	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
Evidence of Tollway 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 Tollway 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: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>		
A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.		
As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.		

## INSTRUCTIONS AND INFORMATION TO BIDDERS

### 1. ADVERTISEMENT FOR BIDS

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

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

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

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

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

### 4. SCHEDULE OF PRICES

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

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

Any inquiries by bidders relative to interpretation of any provisions of any of the contract documents will not be answered verbally, and to be given consideration must be submitted in writing to the Illinois Tollway no later than the date shown in the "Advertisement for Bids" (Page A-1). Answers, if any are given to such inquiries, will be in the form of an 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 fringe benefits) in the locality (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 locality (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, notice, and record keeping duties.

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

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

## **AMENDMENTS TO PREVAILING WAGE LAW**

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

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 15<sup>th</sup>** of the following month.
- Payroll records must be kept for five (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 four (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 Tollway follows the procurement rules set by the IDOT for the procurement of construction and professional services. The bidder must be prequalified by the IDOT 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 eighteen (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 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 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 qualification's 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 Tollway 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. **TOLLWAY POWER AND FUNDS**

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

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

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 BHF Digital Imaging at: [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com).

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

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

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 seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the seven (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 fourteen (14) calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

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

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

Facsimile: (217) 558-1399  
Illinois Relay: (800) 526-0844

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 (5) years from the date of issue. The IDHR website link is below.

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

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

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

- EARNED CREDIT PROGRAM

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

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

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

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

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

### 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**

Pursuant to 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 business 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 twenty-one (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 twenty-one (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 (5) 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 (5) 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 Tollway to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The vendor/contractor shall fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

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.

## **PART II: Bid Requirements**

<b>Bid</b>	Submit with bid
<b>Bid Listing All Addenda</b>	Submit-with bid
<b>Bid Bond</b>	Submit with bid
<b>Forms A or Forms B Disclosures</b>	Submit with bid
<b>Disadvantaged Business Enterprise DBE 2026, 2025 and DBE 2023 (if required)</b>	Submit with bid
<b>Veteran Small Business Participation VOSB 2026, 2025 and VOSB 2023 (if required)</b>	Submit with bid
<b>Equal Employment Opportunity Program</b>	Submit with bid
<b>Bid Credit Program, if applicable</b>	Submit with bid
<b>I.D.O.T. Certificate of Eligibility (if required)</b>	Submit with bid
<b>Affidavit</b>	Submit with bid
<b>Responsible Bidder Affidavit</b>	Submit with bid
<b>Bidder Preferences</b>	Submit with Bid
<b>Bidder List of Individual Contacts</b>	Submit with bid
<b>Plant and Equipment Questionnaire</b>	Submit with bid
<b>Illinois Tollway Standard Terms and Conditions</b>	Submit with bid
<b>Secretary of State Certificate of Good Standing</b>	Will be verified by the Tollway
<b>State Board of Elections</b>	Will be verified by the Tollway
<b>Illinois Department of Human Rights</b>	Will be verified by the Tollway

## Cook County Prevailing Wage Rates posted on 5/18/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25
PAINTER	All	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65
STEEL ERECTOR	All	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15

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

**Legend**

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

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

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

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

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

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

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

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers 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 Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. I-20-4535**

Bids will be submitted electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be submitted by 10:30:00 a.m. local time, **July 7, 2020**. The system will not accept Bids after the deadline. Bid results will be posted after Bids are reviewed.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Furnishing and fabrication of precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware for the construction of the I-294 Bridges over Grand Avenue (Bridge Numbers 285 & 286 / Structure Numbers 016-9388 & 016-9389), store material until needed for erection and deliver to jobsite for placement.

The services will be performed within the : Tri-State Tollway (I-294) Mile Post 35.30 in Cook County, Illinois.

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

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

Addendum No. <u>  1  </u>	Date <u> 06.15.2020 </u>
Addendum No. <u>  2  </u>	Date <u> 06.22.2020 </u>
Addendum No. <u>          </u>	Date <u>                  </u>
Addendum No. <u>          </u>	Date <u>                  </u>

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

Accompanying this bid is a Bid Guaranty:

- (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 Tollway 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 Tollway, as set forth in the Standard Specifications, within ten (10) days after receipt of notice of the acceptance of the bid, such draft or check shall become the property of the Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; otherwise the Bid Guarantee 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 Authority **Contract I-20-4535**, 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 I.D.O.T. Standard Specifications and the Tollway Supplemental Specifications. Such increase or decrease shall in no manner affect the validity of the contract.

On the acceptance of this bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

The undersigned has also properly executed or caused to be executed by an officer thereof, if a corporation, the non-collusion affidavit filed with this bid.

Unless otherwise specified, a current IDOT "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 Tollway 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

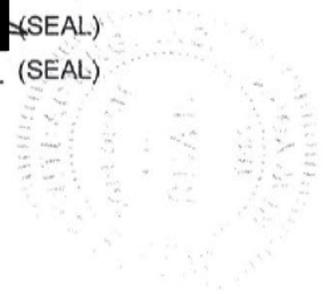
a Corporation  under the laws of the State of New York

having principal office at 26-15 Ulmer St., College Point, NY 11354 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 2nd day of July, 2020 by its Executive Vice President, thereunto duly authorized.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

Affix Corporate Seal BY: Arnav Amin  
or Power of Attorney Where Applicable



Information below to be typed or printed where applicable.

INDIVIDUAL:

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

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

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

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

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

INCORPORATED:

Ashok Patel \_\_\_\_\_  
26-15 Ulmer St., College Point, NY 11354  
Address

Uday Durg President \_\_\_\_\_  
26-15 Ulmer St., College Point, NY 11354  
Address

Arnav Amin \_\_\_\_\_  
1011 Warrenville Road, Suite 195, Lisle, IL 60532  
Address

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

Cesar Pereira \_\_\_\_\_  
26-15 Ulmer St., College Point, NY 11354  
Address

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

Martin Saitzyk \_\_\_\_\_  
26-15 Ulmer St., College Point, NY 11354  
Address

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

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 Tollway 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 Tollway, as set forth in the Standard Specifications, within ten (10) days after receipt of notice of the acceptance of the bid, such draft or check shall become the property of the Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; otherwise the Bid Guarantee 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 Authority **Contract I-20-4535**, 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 I.D.O.T. Standard Specifications and the Tollway Supplemental Specifications. Such increase or decrease shall in no manner affect the validity of the contract.

On the acceptance of this bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

The undersigned has also properly executed or caused to be executed by an officer thereof, if a corporation, the non-collusion affidavit filed with this bid.

Unless otherwise specified, a current IDOT "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.**

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The undersigned is (check one)

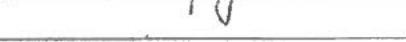
an individual

a Partnership

a Corporation  under the laws of the State of Illinois

having principal office at 4245 166th Street Oak Forest, IL 60452 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 2nd day of July, 2020 by its President thereunto duly authorized.

 (SEAL)  
 (SEAL)



Affix Corporate Seal BY: Simone Kapovich  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

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

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS.

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

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

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

INCORPORATED:

Simone Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
President Address

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

Kathleen A. Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
Secretary Address

Simone Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
Treasurer Address

## Bid Notes

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

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. I-20-4535 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-20-4535**  
**BEAM FABRICATION**  
**TRI-STATE TOLLWAY (I-294) OVER GRAND AVENUE**  
**BRIDGE NUMBERS 285 AND 286**  
**MILE POST 35.30**  
**SCHEDULE OF PRICES**

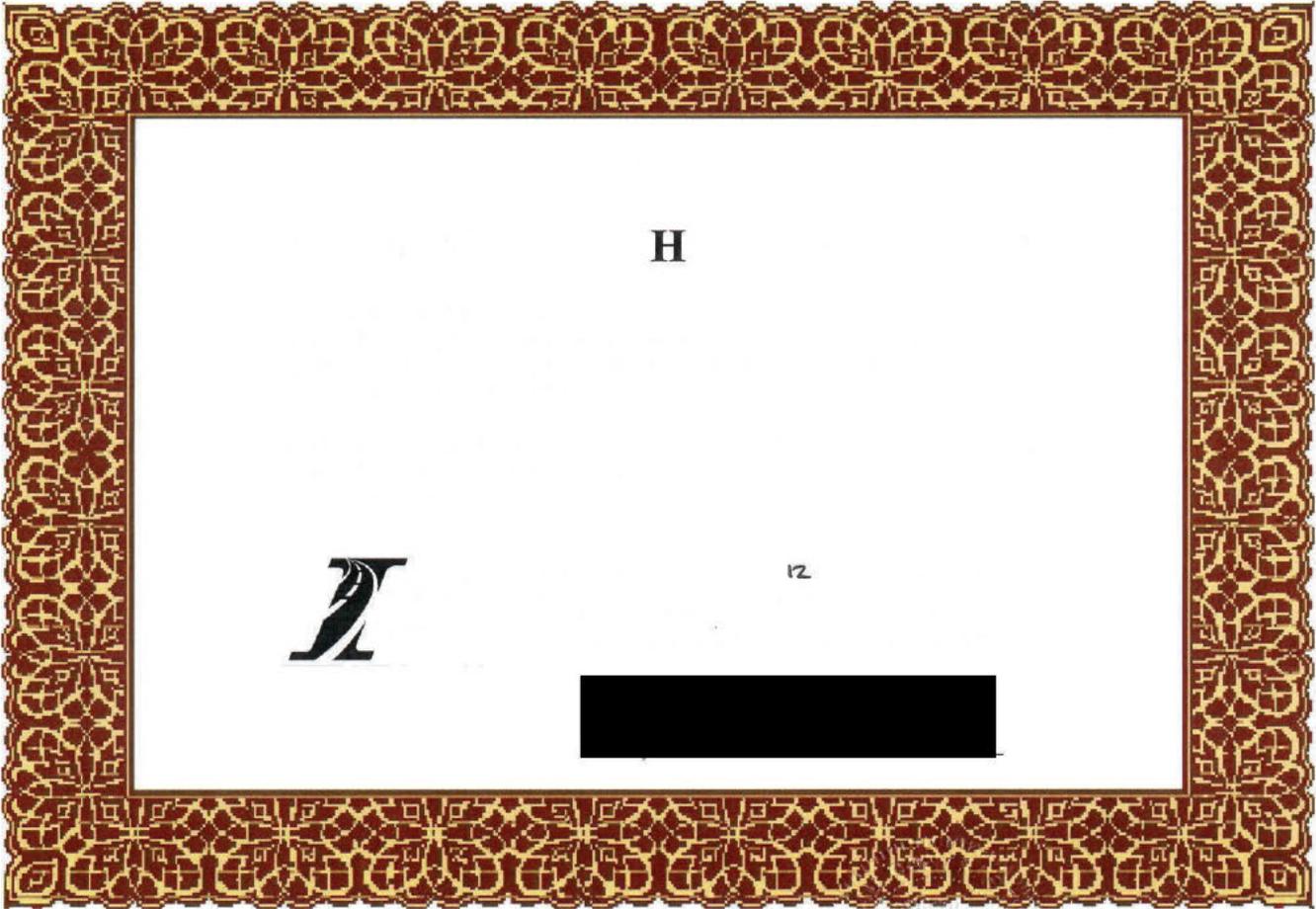
S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1504065	FURNISHING PRECAST PRESTRESSED CONCRETE BEAMS, IL45	FOOT	4,398	\$520.00	\$2,286,960.00
*	J1505469	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 1	CAL DAY	60	\$1.00	\$60.00
*	J1505470	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 2	CAL DAY	60	\$1.00	\$60.00
*	J1505471	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 3	CAL DAY	60	\$1.00	\$60.00
*	J1505472	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 4	CAL DAY	60	\$1.00	\$60.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$145,000.00	\$145,000.00
TOTAL AMOUNT OF CORE WORK						\$2,432,200.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	27,000.00	27,000.00
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(6,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(6,000.00)	
	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)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	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)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						27,000.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-20-4535**  
**BEAM FABRICATION**  
**TRI-STATE TOLLWAY (I-294) OVER GRAND AVENUE**  
**BRIDGE NUMBERS 285 AND 286**  
**MILE POST 35.30**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				2,459,200.00
					BID CREDIT	30,000.00
					AWARD CRITERIA	2,429,200.00

S.P. COLUMN LEGEND

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISION



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1. Introduction

2. Methodology

3. Results

3.1. Descriptive Statistics

3.2. Regression Analysis

3.3. Robustness Checks

4. Discussion

5. Conclusion

6. References

Appendix A: Data Sources and Descriptive Statistics

A.1. Data Sources

A.2. Descriptive Statistics

A.3. Correlation Matrix

Appendix B: Regression Results and Robustness Checks

B.1. Regression Results

B.2. Robustness Checks

B.3. Additional Results

B.4. Summary

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Judlau Contracting, Inc. / S&J Construction Co., Inc. Joint Venture  
26-15 Ulmer Street  
College Point, NY 11354

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER:**

(Name, legal status and address)

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

**BOND AMOUNT:** Five Percent Of The Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

CONTRACT I-20-4535; BEAM FABRICATION, TRI-STATE TOLLWAY (I-294) OVER GRAND AVE., BRIDGE NUMBERS 285 AND 286 MILE POST 35.30

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2020

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness) Andrea E. Gorbett

Judlau Contracting, Inc. / S&J Construction Co., Inc. Joint Venture

[Redacted Signature]

(Title) ARNAV AMIN, EXECUTIVE VICE PRESIDENT

Liberty Mutual Insurance Company

[Redacted Signature]

(Title) Theresa J. Foley, Attorney-in-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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ACD43070610  
5502





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 Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201166-985164

### 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, Theresa J. Foley; Andrea E. Gorbert; Michael Marino; Kevin T. Walsh, Jr.

all of the city of Jericho state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:   
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 29th day of April, 2019 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.



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:   
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 26th day of June, 2020.



By:   
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.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2019

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums .....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense .....	21,532,853,787
*Other Bonds .....	12,645,608,792	Funds Held Under Reinsurance Treaties .....	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders.....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums .....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities.....	4,117,460,075
Other Admitted Assets .....	11,957,106,292	<b>Total.....</b>	<b>\$34,292,195,090</b>
		Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus .....	6,723,636,983
		<b>Surplus to Policyholders.....</b>	<b>16,811,384,434</b>
<b>Total Admitted Assets .....</b>	<b><u>\$51,103,579,523</u></b>	<b>Total Liabilities and Surplus.....</b>	<b><u>\$51,103,579,524</u></b>



\* 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, 2019, 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 27<sup>th</sup> day of March, 2020.

[Redacted Signature]

Assistant Secretary



## **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 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 subcontractor under the Section, and acknowledge that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.





**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**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:

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Signature of Authorized Representative:

[Redacted Signature]

---

Printed Name of Authorized Representative:

Arnav Amin

---

Vendor Name:

Judlau Contracting, Inc.

---

Date:

July 2, 2020

---

Printed Name of Authorized Representative:

[Redacted Name]

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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- Recycled Paper (30 ILCS 500/45-25)
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- 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:

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---

Signature of Authorized Representative:

[Redacted Signature]

---

Printed Name of Authorized Representative:

Simone Kapovich, President

---

Vendor Name:

S&J Construction Co., Inc.

---

Date:

07/02/2020

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-20-4535

LIST OF INDIVIDUAL CONTACTS

The bidder is hereby requested to list those individuals to be contacted for information regarding the analysis of the various portions of the bid.

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Bid Guaranty	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
DBE 2026	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
EEO Program	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
VOSB 2026	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Financial Disclosures Forms A or Forms B	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
IDOT Certificate of Eligibility	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Non-Collusion Affidavit – Page R-4	Arnav Amin	630.387.6060	arnav.amin@ohlina.com

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. I-20-4535**

**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.

<b><u>ITEM</u></b>	<b><u>INDIVIDUAL</u></b>	<b><u>TELEPHONE NO.</u></b>	<b><u>E-MAIL</u></b>
Schedule of Prices	John Kapovich	708-331-1816	jkapovich@sjconst.com
Bid Guaranty	Simone Kapovich	708-331-1816	skapovich@sjconst.com
DBE 2026	Simone Kapovich	708-331-1816	skapovich@sjconst.com
EEO Program	Kathleen A. Kapovich	708-331-1816	kkapovich@sjconst.com
VOSB 2026	Simone Kapovich	708-331-1816	skapovich@sjconst.com
Financial Disclosures Forms A or Forms B	Simone Kapovich	708-331-1816	skapovich@sjconst.com
IDOT Certificate of Eligibility	Simone Kapovich	708-331-1816	skapovich@sjconst.com
Non-Collusion Affidavit – Page R-4	Simone Kapovich	708-331-1816	skapovich@sjconst.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. I-20-4535

AFFIDAVIT

State of Illinois )  
County of DuPage ) SS

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 DuPage County, and his/her office is at 1011 Warrenville Rd. #195, Lisle, IL 60532, 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 Authority System, described in **Contract no. I-20-4535** 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 Signature]

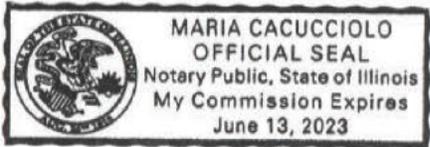
(Affiant)

Sworn to before me and subscribed in my presence this 2nd day of July, 2020

[Redacted Notary Signature]

(Notary Public)

My Commission Expires: JUNE 13, 2023



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. I-20-4535

AFFIDAVIT

State of Illinois )  
County of Cook ) SS

The undersigned, being first duly sworn, on his/her oath deposes and says:  
That his/her name is Simone Kapovich, and he/she resides at 6416 Blodgett Court Downers Grove, IL 60516  
and his/her office is at 4245 166th Street Oak Forest, IL 60452, That he/she makes, and is authorized to  
make

this affidavit on behalf of S&J Construction Co., Inc., a  
(Name of Corporation, Partnership, etc.)

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

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

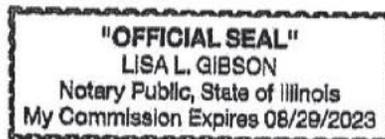
That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in Contract no. I-20-4535 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

  
(Affiant)

Sworn to before me and subscribed in my presence this 2nd day of July, 2020

  
(Notary Public)

My Commission Expires: 08/29/2023





**KEY PERSONNEL**

<b>NAME</b>	<b>FIELD OF EXPERTISE</b>	<b>PRESENT POSITION WITH APPLICANT FORM</b>	<b>YEARS OF RELATED EXPERIENCE</b>
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	26
Aaron Henneberg	Heavy Civil Construction	Senior Estimator Central Division	23
Shamik Amin	Heavy Civil Construction	Estimator – Central Division	9
Peter Console	Heavy Civil Construction	Operations Manager Central Division	30+
Wally Stoklosa	Heavy Civil Construction	Senior Project Manager Central Division	18
Dan Ewing	Heavy Civil Construction	Senior Project Manager Central Division	14
Jack Aitchison	Heavy Civil Construction	Senior Superintendent Central Division	35+
Barrett Pfeiffer	Heavy Civil Construction	Senior Superintendent Central Division	30+
Christopher Naulty	Heavy Civil Construction	Senior Superintendent Central Division	34





pendix 4

## Schedule of Contractor's Equipment

lumber	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	2016	07/23/15	\$ 246,317	\$ 63,632	\$ 182,685
1	750K CRAWLER DOZER 1T0750KXHPF284690	Good	2016	07/23/15	\$ 240,432	\$ 62,112	\$ 178,320
1	764 HSO 1T00764XHPD284082	Good	2015	09/01/15	\$ 303,779	\$ 108,493	\$ 195,287
1	ALLEN MODEL 60488 BRIDGE DECK FINISHER	Good	2016	11/02/15	\$ 209,650	\$ 69,883	\$ 139,767
1	Komatsu PC360LC-10 X64151	Good	2015	07/25/15	\$ 275,846	\$ 101,800	\$ 174,046
1	WF 720 PETERBILT MODEL 567 TRUCK TRACTO	Good	2018	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	2016	07/25/15	\$ 232,651	\$ 85,859	\$ 146,791
1	KDMATSU WA320-7 WHEEL LOADER A36365	Good	2015	08/21/15	\$ 179,279	\$ 64,028	\$ 115,251
1	KOMATSU WA320-7 WHEEL LOADER A36365	Good	2018	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	\$ 238,260	\$ 141,589	\$ 96,671
1	WF 719 PETERBILT MODEL 567 TRUCK TRACTO	Good	2016	09/01/16	\$ 134,674	\$ 53,870	\$ 80,804
1	BIOWELL DECK FINISHER	Good	2018	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	\$ 71,705
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2016	02/01/16	\$ 113,888	\$ 47,492	\$ 66,405
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2018	02/01/16	\$ 113,888	\$ 47,492	\$ 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	\$ 88,238
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	\$ 428,528	\$ 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	2016	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 M3210 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	\$ 152,899	\$ 112,078	\$ 40,755
1	2005-CAT	Good	2005	08/31/09	\$ 260,100	\$ 221,085	\$ 39,015
1	FDRD 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	2016	09/14/15	\$ 87,381	\$ 54,613	\$ 32,768



Appendix Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	INTERNATIONAL 4300 2009 5635	Good	2016	09/14/15	\$ 87,381	\$ 54,615	\$ 32,766
2	Atlas-2013 Hydraulic Hammer-2 piece	Good	2013	02/05/13	\$ 149,553	\$ 117,150	\$ 32,403
1	GMC SAVANA 3500	Good	2018	10/28/16	\$ 33,024	\$ 9,636	\$ 23,389
1	2006 Kenworth T-800 Tractor	Good	2006	06/18/10	\$ 88,500	\$ 66,588	\$ 19,913
1	2010 PETERBUILT TRUCK	Good	2010	05/01/10	\$ 189,226	\$ 104,360	\$ 28,866
1	RAM 2500	Good	2018	10/28/16	\$ 40,034	\$ 11,505	\$ 28,529
1	ISUZU NQR	Good	2018	01/27/16	\$ 34,042	\$ 14,657	\$ 19,385
1	RAM 1500 2015 223R8M-1907406B	Good	2016	12/17/15	\$ 32,994	\$ 14,297	\$ 18,697
1	RAM 1500 2015 223R7G 1907403B	Good	2016	12/17/15	\$ 32,255	\$ 13,977	\$ 18,278
1	BUICK ENCLAVE 2015 222KRC	Good	2016	09/09/15	\$ 49,854	\$ 24,977	\$ 24,877
1	RAM 1500 2015 223R8D 1907405B	Good	2016	12/17/15	\$ 31,201	\$ 15,520	\$ 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	\$ 19,107	\$ 24,341
1	2007 446D's	Good	2007	11/01/07	\$ 285,460	\$ 262,583	\$ 23,877
1	2009 Cater-Excavator	Good	2009	#N/A	\$ 188,030	\$ 167,030	\$ 22,061
1	2009 Volvo	Good	2009	03/01/09	\$ 100,247	\$ 78,527	\$ 21,720
1	2014 RAM 1500 YK92C0	Good	2016	02/24/15	\$ 31,689	\$ 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	2016	04/07/15	\$ 30,297	\$ 10,604	\$ 19,693
1	VOLVO EW55B COMPACT WHEELED EXCAVAT	Good	#N/A	#N/A	\$ 68,204	\$ 38,840	\$ 19,364
1	RAM 1500 2015 2242B6 1907407B	Good	2016	12/18/15	\$ 34,094	\$ 14,774	\$ 19,320
1	2009 Grove	Good	2008	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	2016	12/18/15	\$ 33,107	\$ 14,390	\$ 18,817
1	RAM 1500 2015 2245L4 1907409B	Good	2016	12/18/15	\$ 32,629	\$ 14,139	\$ 18,490
1	RAM 1500 2015 223R88 1907404B	Good	2016	12/17/15	\$ 32,349	\$ 14,010	\$ 18,331
1	CHEVROLET EXPRESS 2500	Good	2016	10/28/16	\$ 26,117	\$ 7,794	\$ 18,323
1	RAM 1500 2015 223R6X 1907402B	Good	2016	12/17/15	\$ 32,305	\$ 13,999	\$ 18,306
1	RAM 1500 2015 2009NY	Good	2016	08/01/15	\$ 35,548	\$ 17,774	\$ 17,774
1	RAM 1500 2015 222F3W	Good	2016	09/02/15	\$ 35,095	\$ 17,548	\$ 17,548
1	CHEVROLET EXPRESS 2500	Good	2018	09/07/16	\$ 24,872	\$ 7,462	\$ 17,410
1	FORD TRANSIT CONNECT 2015 223LX5	Good	2018	12/18/15	\$ 21,500	\$ 4,300	\$ 17,200
1	RAM 1500 2016 2228CY	Good	2016	11/18/15	\$ 30,757	\$ 13,841	\$ 16,916
1	Chevrolet Express 2500 2015 YK01C5	Good	2016	06/09/15	\$ 24,488	\$ 7,755	\$ 16,734
1	Chevrolet Express 2500 2015 YK02C5	Good	2016	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



pendix 4

## Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	RAM 1500 2015 2225BY	Good	2015	09/28/15	\$ 92,151	\$ 15,540	\$ 16,611
1	Chevrolet Express 2500 2015 YK99C4	Good	2015	05/09/15	\$ 24,145	\$ 7,646	\$ 16,499
1	RAM 1500 2015 2225BK	Good	2015	09/28/15	\$ 31,644	\$ 15,295	\$ 16,349
1	RAM 1500 2015 2225BW	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 22253Q	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222549	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222548	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 22254D	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	\$ 9,082	\$ 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 YK43CG	Good	2015	05/09/15	\$ 32,411	\$ 17,826	\$ 14,585
1	2003 Grove Y84415KT	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	\$ 203,014	\$ 189,484	\$ 13,527
1	2013 New Tramac V32 Hyda Hammer-New	Good	2013	08/01/13	\$ 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 223659	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 TDN Boom Truck	Good	2007	07/05/07	\$ 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	\$ 13,823	\$ 11,300
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	2006	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



Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2004-BODM	Good	2004	08/31/09	\$ 35,716	\$ 24,725	\$ 8,991
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2016	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	2016	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	2016	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	2016	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 Prius-2	Good	2012	05/31/12	\$ 43,182	\$ 35,943	\$ 7,189
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/17/12	\$ 60,038	\$ 53,033	\$ 7,004
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 25,118	\$ 18,420	\$ 6,698
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 16,968	\$ 9,824	\$ 6,547
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 16,968	\$ 9,821	\$ 6,547
1	City Sandvik Hydraulic Hammer	Good	2012	05/31/12	\$ 16,968	\$ 9,821	\$ 6,547
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 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 Translt-250 2015 YK19CS	Good	2015	06/09/15	\$ 22,940	\$ 16,823	\$ 6,117
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 13,408	\$ 7,374	\$ 6,033
1	2004-BODM	Good	2004	07/09/14	\$ 19,674	\$ 14,427	\$ 5,246
1	VMS 3-LINE 71X133 1210QS	Good	2015	02/27/15	\$ 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	2016	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	2012	02/27/15	\$ 13,409	\$ 8,492	\$ 4,917
1	United Rental-Mini Excavator	Good	2007	08/01/12	\$ 34,746	\$ 30,693	\$ 4,054
1	VMS 3-LINE 71x133 1210QS	Good	2015	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	\$ 13,409	\$ 9,681	\$ 3,728
					\$ 42,910	\$ 38,784	\$ 3,526



pendix 4

## Schedule of Contractor's Equipment

Quantity	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	Rogets Tag20XXL Trailer	Good	2012	07/11/12	\$ 20,510	\$ 18,459	\$ 2,051
1	2003 Grove Y84415XT	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	99KY-GW-5559-21 OPF Sootfilter	Good	2012	01/10/13	\$ 6,689	\$ 5,951	\$ 1,338
1	CAT HP Hammer Kit	Good	2012	05/31/12	\$ 15,771	\$ 14,457	\$ 1,314
1	crw vltra	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-259US211XC5132583	Good	2012	08/13/12	\$ 4,296	\$ 3,795	\$ 501
1	ARROWBOARD-259US2118CS132562	Good	2012	08/13/12	\$ 4,296	\$ 3,795	\$ 501
1	ARROWBOARD-259US2114CS132560	Good	2012	07/18/12	\$ 4,242	\$ 3,747	\$ 495
1	ARROWBOARD-259US2114CS132560	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-259US2113CS132372	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-259US2111CS132371	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-259US2114CS132395	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-259US2116CS132396	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-259US2115CS132373	Good	2012	05/23/12	\$ 4,242	\$ 3,888	\$ 354
1	ARROWBOARD-259US2117CS132374	Good	2012	05/23/12	\$ 4,242	\$ 3,888	\$ 354
1	ARROWBOARD-559US2115CS132289	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	\$ 30,028	\$ 2
1	H.O. Penn Leasing-CAT M915C	Good	2006	10/01/06	\$ 197,784	\$ 197,778	\$ 6
1	2007 4460'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	1987	08/20/97	\$ 129,009	\$ 129,009	\$ -
1	INGERSOLL RANO DD90 ROLLER	Good	2000	08/14/00	\$ 64,118	\$ 64,118	\$ -
1	APE SOE 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	\$ 22,738	\$ 22,738	\$ -



**JUDLAU**  
Group

Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2003 PEI ERBILT	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-3500SHC	Good	2008	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 2690ES 24'-26' SCISSOR LIFT	Good	#N/A	#N/A	\$ 9,490	\$ 9,490	\$ -
1	JLG MODEL 1930ES 19' SCISSOR LIFT	Good	#N/A	#N/A	\$ 9,576	\$ 9,576	\$ -
1	SKID STEER TRUCK LDR2000-2389	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 P81442	Good	2001	01/08/01	\$ 39,395	\$ 39,395	\$ -
1	2001 WH P81442	Good	2001	01/20/01	\$ 39,395	\$ 39,395	\$ -
1	2002 GMC 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 P81442	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	08/15/04	\$ 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	2008	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	\$ 32,728	\$ 32,728	\$ -
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	\$ 101,199	\$ 101,199	\$ -
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	\$ 68,119	\$ 68,119	\$ -
1	2009 Gabriellitruck	Good	2009	03/03/08	\$ 97,719	\$ 97,719	\$ -
1	2009 GMC	Good	2008	08/31/08	\$ 85,024	\$ 85,024	\$ -
1	2010 YUKON HYBRID	Good	2010	04/03/10	\$ 69,240	\$ 69,240	\$ -
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-3500SHC	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	2005	#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	2002 GMC 1500	Good	2002	#N/A	\$ 24,453	\$ 24,453	\$ -
1	2002 VW PASSAT	Good	2002	#N/A	\$ 34,007	\$ 34,007	\$ -



Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value	
1	2002 GMC1500	Good	2002	#N/A				
1	2002 VOLKSWAGON	Good	2002	#N/A	\$ 30,561	\$ 30,561	\$ -	
1	2002 GMC 2500	Good	2002	#N/A	\$ 18,755	\$ 18,755	\$ -	
1	2004 GMC SAVANA	Good	2004	#N/A	\$ 30,787	\$ 30,787	\$ -	
1	2005 GMC Savana 3500	Good	2005	#N/A	\$ 26,822	\$ 26,822	\$ -	
1	2004 GMC 1500 4x2	Good	2004	#N/A	\$ 26,900	\$ 26,900	\$ -	
1	2005 GMC SAVANA 3500	Good	2005	#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	2007YUKON LUX (Expense)	Good	2007	#N/A	\$ 25,889	\$ 25,889	\$ -	
1	2007 GMC SAVANA2500	Good	2007	#N/A	\$ 28,278	\$ 28,278	\$ -	
1	2007Gabrielltruck	Good	2007	#N/A	\$ 32,723	\$ 32,723	\$ -	
1	2007Gabrielltruck	Good	2007	#N/A	\$ 74,969	\$ 74,969	\$ -	
1	2008 gabrielltruck	Good	2008	#N/A	\$ 89,208	\$ 89,208	\$ -	
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	\$ 101,139	\$ 101,139	\$ -	
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	\$ 122,202	\$ 122,202	\$ -	
1	2008 gabrielltruck	Good	2008	#N/A	\$ 4,114	\$ 4,114	\$ -	
1	2008 gabrielltruck	Good	2008	#N/A	\$ 70,833	\$ 70,833	\$ -	
1	2009 GabriellTruck	Good	2009	#N/A	\$ 63,119	\$ 63,119	\$ -	
1	2009-GMC	Good	2009	#N/A	\$ 97,719	\$ 97,719	\$ -	
1	2010 YUKON HYBRID	Good	2010	#N/A	\$ 85,024	\$ 85,024	\$ -	
Totals							\$ 4,933,722	\$ -





DRIVER	AUTO	YEAR MAKE/MODEL
	TR10	1988 BOOM CRANE(LNT8000)-16TON
	TR10B	2016 WATSON 1100TM-H DRILL RIG Attchmnt
	TR12	1990 KNUCKLE CRANE(NATIONAL)
	TR35	1998 MACK TRUCK-DRILL RIG
	TR35B	2016 WATSON 1100TM-H DRILL RIG Attchmnt
	TR39	1999 FORD F350
	TR41	1999 MACK BOOM TRUCK-30TON
	TR44	2003 FORD F550 4 X 4 DUMP
	TR47	2004 FORD F350 SD CREW CAB
	TR54	2005 FORD F550 SD XCAB
	TR57	2007 MACK CV713 (NEW KNUCKLE)
	TR58	2006 FORD F550 S-CAB CHAS (Witry Old)
	TR60	2006 FORD F550 SUPERCAB
	TR61	2006 F350 XLT S-CAB P.O. (Star Old)
	TR62	2006 FORD EXPLORER XLT
	TR65	2009 FORD EXPEDITION LI
	TR66	2012 FORD F350 4 X 4 CRW CAB
	TR67	2012 FORD F550 SUPER DUTY DRW
	TR68	2012 FORD F550 SUPER DUTY DRW FLTBD
	TR70	2006 INTERNATIONAL 4300 50' ELLIOT
	TR71	2013 FORD F550
	TR72	2013 FORD F550
	TR73	2013 FORD EXPEDITION
	TR74	2013 FORD F150 4X4
	TR76	2013 FORD F150
	TR78	2014 FORD F550
	TR79	2013 FORD EXPEDITION
	TR80	2015 30 TON MACK BOOM TRUCK (300RS D)
	TR81	2014 FORD EXPLORER
	TR82	2010 Maroon F150
	TR83	2013 FORD F150 (WHITE)
	TR84	2006 Mack CXN613 (Tractor)
	TR85	2015 Ford F550
	TR87	2016 Ford F550 SUPER DUTY
	TR88	2016 Ford F350 Super Duty
	TR89	2017 Ford Expedition

	TR90	MACK Roll/Off from TR33 (2018 Mack GU713)
	TR91	2012 Ford F250 Super Duty Reg Cab
	TR92	2018 Ford F350 Super Duty
	TR93	2018 FORD F550 SUPER DUTY
	TR94	2019 Ford F550 Super Duty 4WD
	TR95	2019 Ford F150 SUPER CAB
	TR77	2013 CADILLAC XTS
	TR34	2014 BMW 5-Series
1988	TL17	WELLS CARGO
1989	TL20	EVENS-TRAILER
1979	TL21	HOBBS-TRAILER
1993	TL28	WILSON WINSTON CARRY ALL
1996	TL29	POLE TRAILER
1993	TL30	LUCAS TRAILER
1999	TL31	WINSTON 7 TON 20FT
1999	TL32	WINSTON 10 TON 30FT
2003	TL34	WINSTON 20 TON 20FT
2005	TL36	WINSTON AP20722EC TRAILER
2005	TL37	BAKER 12FT FLAT BED 1AXLE 2 TON
2006	TL38	LIBERTY 12FT FLAT BED 1AXLE 2 TON
2006	TL39	WINSTON 30FT 10 TON 2AXLES
2006	TL40	30FT 5 TON 2AXLES
2006	TL41	GREAT LAKES 20 TON 21 1/2 FT LONG
1995	TL43	DCON TRAILER
2014	TL44	LOAD TRAILER 96 X 14 DECKOVER DUMPS
2014	TL45	LOAD TRAILER 96 X 14 DECKOVER DUMPS
2014	TL46	LOAD TRAILER
2014	TL47	GENESIS PONTOON TRAILER
2015	TL48	TALBERT T3-50 CC
2005	TL49	Trail EZE Blue
2015	TL50	KAUFMAN TILT TRAILER
2016	TL51	WINSTON 10 TON PRO SERIES 30' FLAT
2015	TL52	BIG TEX TRAILER
2016	TL53	8'6"x22' SURE-TRAC Tilt TRLR 17.5K GVWR
2015	TL54	MANAC 48-80 EXT TAN FLATBED (BLACK)
2017	TL55	Fuel Tank Trailer- 52 x 5' Tank Unit
2001	TL56	SEA CONTAINER (TRANSPORTAINER) TRAILER

	TL57	98"X28" DECON TRAILER (HOLD PER WK)
1996	TL58	STRICKLAND TRAILER
1990	RT01	ATLAS BOBCAT
1989	RT02	CLARK FORKLIFT GPS 30MB
2003	RT05	CATERPILLAR EXCAVATOR
2000	RT06	HYSTER FORKLIFT
2005	RT08	MANITOU MRT 2150
2013	RT09	STOCKPICKER (SP3520-30)
2012	RT10	CZM EK125 DRILL RIG W/AUGER
Stolen	RT11	KUBOTA SKIDSTEER LOADER
2015	RT12	2015 JCB 525-60 Loadall
2018	RT14	JCB 3TS-8T Track Teleskid
2016	RT15	Spyder Crane URW706 13,330 lb capacity
1993/2000	RT16	Watson Low-Drill
2016	RT17	Shuttlelift CD7725 25Ton CarryDeck Crane
2006	ML03	JLG 66FT BOOM LIFT
2006	ML04	JLG 66FT BOOM LIFT
2014	ML05	JLG 50FT CRAWLER BOOM X550AJ
2014	ML06	JLG 50FT CRAWLER BOOM X550AJ
1988	WC01	20 BASS BUGGY-PONTOON SAFETY BOAT
2002	WC02	BASS TRACKER-1436 JON
2009	WC03	TRACKER - GRIZZLY 1754
	WC04	NEW (used) PONTOON (HOLD PER WK)
2014	CT01	20' OPEN SIDE CONTAINER
2014	CT02	20' OPEN SIDE CONTAINER









**CONTRACT NO. I-20-4535  
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
<del>SEE ATTACHED</del>				
ENGINEERING	VARIOUS	2%	45,000.00	COLLINS

**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.

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...the ...



the 1990s, the number of firms in the industry has increased from 10 to 15. The industry has also become more competitive, with the entry of several new firms. The industry is now characterized by a high degree of competition, with firms competing on price, quality, and service. The industry is also becoming more global, with firms expanding their operations into international markets. The industry is facing a number of challenges, including increasing competition, changing consumer preferences, and rising costs. Despite these challenges, the industry is expected to continue to grow in the coming years.

The industry is also becoming more technologically advanced, with firms investing in research and development to develop new products and services. This has led to the development of new technologies, such as artificial intelligence and machine learning, which are being used to improve production processes and reduce costs. The industry is also becoming more environmentally conscious, with firms implementing sustainable practices to reduce their carbon footprint and improve their public image. The industry is also becoming more socially responsible, with firms supporting social and environmental causes and improving their working conditions.

The industry is also becoming more integrated, with firms forming strategic alliances and joint ventures to share resources and expertise. This has led to the development of new products and services, and has helped firms to reduce their costs and improve their efficiency. The industry is also becoming more regulated, with governments implementing new regulations to protect consumers and the environment. This has led to the development of new products and services, and has helped firms to improve their public image.

**CONTRACT NO. I-20-4535**

**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
I-17-4339	ISTHA	\$151,574,098.56	ROADS / BRIDGES	11 / 2023

TOTAL OF BIDS PENDING AWARD \$151,574,098.56

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  
July 2, 2020  
DATE

SUB-CONTRACTOR



BY: AUTHORIZED SIGNATURE

SUB-CONTRACTOR

Executive Vice President  
TITLE



**Illinois Department of Transportation**  
 Bureau of Construction  
 2300 South Dirksen Parkway/Room 322  
 Springfield, Illinois 62764

**Affidavit of Availability**  
 For the Letting of 7/7/2020  
 (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-18-4446	60x10	
Contract With	IDOT	IDOT	ISTHA	ISTHA	IDOT	
Estimated Completion Date	05/29/20	05/29/20	07/2020	10/2020	01/28/22	
Total Contract Price	67,019,184.35	58,481,919.53	39,447,147.00	12,387,495.41	49,166,777.58	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,236,441.19	1,398,390.64	13,966,189.13	1,199,570.00	36,420,096.11	see page 9
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

**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	\$ 10,000.00	10,000.00	17,820.00	125,000.00	1,790,502.00	1,953,322.00
Portland Cement Concrete Paving			0.00		5,297,385.28	5,297,385.28
HMA Plant Mix			0.00			0.00
HMA Paving			0.00			0.00
Clean & Seal Cracks/Joints			0.00		12,906.00	12,906.00
Aggregate Bases & Surfaces	\$ 5,000.00	5,000.00	635,258.32	25,000.00	2,672,175.00	3,342,433.32
Highway,R.R. and Waterway Structures	\$ -	0.00	323,916.50		3,933,184.43	4,257,100.93
Drainage	\$ 25,000.00	10,000.00	0.00	9,035.00	2,848,500.00	2,892,535.00
Electrical			0.00			0.00
Cover and Seal Coats		4,599.00	9,068.00			13,667.00
Concrete Construction		0.00	1,358,432.98			1,358,432.98
Landscaping			0.00			0.00
Fencing			0.00			0.00
Guardrail			0.00			0.00
Painting			0.00			0.00
Signing			0.00			0.00
Cold Milling, Planning & Rotomilling			0.00			0.00
Demolition	\$ -	0.00	4,215.00	200,000.00	807,941.00	1,012,156.00
Foundation (Caisson & Pile)	\$ -	0.00	0.00			0.00
Mobilization	\$ -	280,000.00			285,000.00	565,000.00
General Items	\$ -	0.00	423,145.09	85,095.00	1,672,185.76	2,180,425.85
<b>Totals</b>	<b>40,000.00</b>	<b>309,599.00</b>	<b>2,771,855.89</b>	<b>444,130.00</b>	<b>19,319,779.47</b>	<b>22,885,364.36</b>

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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	Kapur	AC Iron
Type of Work	Flatwork	Flatwork	ELECTRICAL	Survey	Rebar F&I
Subcontract Price	\$2,917,457.88	\$1,267,997.99	1,949,462.76	92,056.80	682,062.57
Amount Uncompleted	\$-	\$-	1,120,031.25	9,205.00	586,959.56
Subcontractor	Acura	Acura	ACURA	Natural Creations	Traffic Control & Protection
Type of Work	PCC Pvmt	Concrete Paving	PCCP	Landscaping	Traffic Control
Subcontract Price	\$ 10,474,542.92	\$ 5,345,406.94	4,216,389.00	168,562.18	1,504,588.62
Amount Uncompleted	\$ 247,189.37	\$ 90,616.19	4,216,389.00	39,060.00	855,325.92
Subcontractor	Austin Tyler	Austin Tyler	KUJO	Homer	Laredo Systems
Type of Work	Ashpalt Pvmt	HMA Paving	SIGNAGE	Tree Removal	Landscaping
Subcontract Price	\$6,616,432.69	\$2,664,867.66	819,156.86	65,917.50	977,847.20
Amount Uncompleted	\$319,353.17	\$281,007.65	812,435.10	0.00	821,930.68
Subcontractor	C3 Corp	C3 Corp	IFI	TCP	Tri-Tech Electric
Type of Work	Survey	Survey	FENCE/GUARDRAIL	Traffic Control	Electrical
Subcontract Price	\$375,000.00	\$271,250.00	482,627.00	1,142,948.26	7,559,308.67
Amount Uncompleted	\$-	\$-	399,047.07	336,000.00	5,785,574.01
Subcontractor	EMA CONSTRUCTION	Homer Tree Service	TSI	K-Five	Clausen Structures
Type of Work	Rebar	Tree Removal	Traffic Control	Paving	Structural Steel Erect
Subcontract Price	\$527,705.99	\$166,772.60	99,737.50	1,492,655.24	198,880.00
Amount Uncompleted	\$-	\$-	33,385.50	0.00	189,475.00
Subcontractor	H & H Electric	IFI	Builders	Terra	Northern Contracting
Type of Work	Electric	Fencing	Asphalt Pave	Soil Retention	Fence & Guardrail
Subcontract Price	\$2,869,523.10	\$ 103,383.21	1,468,405.00	1,049,240.00	598,197.58
Amount Uncompleted	\$110,160.34	\$ 37,044.80	1,447,257.20	353,575.00	503,973.21
Subcontractor	Homer Tree	MA Steel	Ray Edwards	John Keno	Western Remac
Type of Work	Tree Removal	Rebar Installation	Sewer	Excavation	Signage
Subcontract Price	\$153,782.70	\$2,945,633.35	1,563,666.27	370,732.00	1,002,830.73
Amount Uncompleted	\$-	\$-	279,747.96	0.00	970,852.65
Subcontractor	Industrial Fence	Natural Creations	Clausen	E.C.C.	K-Five Construction
Type of Work	Fence/Guardrail	Landscaping	Rebar F&A	Electrical	HMA Paving
Subcontract Price	\$557,977.88	\$888,252.88	1,775,739.12	175,795.87	3,308,431.75
Amount Uncompleted	\$7,980.82	\$328,790.41	1,024,342.65	0.00	2,811,085.52
Subcontractor	Martinez UG	Proclison Boring	Marking Specialists	Industrial Fence	Era Valdivia Contractors
Type of Work	Sewer	Directional Boring	Pavement Marking	Fencing	Structural Repairs
Subcontract Price	\$557,977.88	\$58,481,919.53	70,027.00	911,295.66	112,706.00
Amount Uncompleted	\$-	\$-	70,027.00	17,600.00	112,706.00
Subcontractor	Natural Creations	Traffic Services Inc	Natural Creations	AC Iron	RPE Trucking
Type of Work	Landscaping	Traffic Control	Landscaping	Rebar Tying	Trucking
Subcontract Price	\$1,429,066.39	\$1,666,216.76	953,482.78	85,730.80	285,638.28
Amount Uncompleted	\$147,350.36	\$220,036.00	828,173.10	0.00	43,432.09

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	Traffic Services	Van Mack Electric	Era Valdivia	HR Stewart	DGI-MENARD
Type of Work	MOT	Electrical	Painting	Sewer Cleaning	GROUND STABILIZATION
Subcontract Price	\$2,297,941.64	\$2,276,854.91	167,963.10	0.00	495,000.00
Amount Uncompleted	\$364,407.13	\$118,640.10	167,963.10	0.00	252,450.00
Subcontractor	Visue	Visu Sewer	Quality Saw	Carrera	PRECISION PAVEMENT MARKINGS
Type of Work	Sewer	Sewer Cleaning	Sawcutting	Flatwork	PAVEMENT MARKINGS
Subcontract Price	\$10,097.00	\$12,656.50	76,046.02	58,254.00	359,812.47
Amount Uncompleted	\$-	\$12,656.50	71,621.69	0.00	359,812.47
Subcontractor		Tough Cuts	Metro Steel	Diegan	LJ KEEFE
Type of Work		Bridge Deck Grooving	Erection	Environmental	Jack and Bore
Subcontract Price		\$101,400.00	409,004.92	53,650.00	222,885.00
Amount Uncompleted		\$-	-	0.00	5,715.00
Subcontractor			CTI	Allstate	QUALITY SAW AND SEAL
Type of Work			Vibration Monitoring	Sawing	Sawcutting
Subcontract Price			14,072.00	0.00	211,716.06
Amount Uncompleted			-	0.00	170,275.51
Subcontractor			Truck King	Quality	Homer Tree Service
Type of Work			Hauling	Sawing	Tree Removals
Subcontract Price			\$ 1,000,000.00	0.00	10,975.00
Amount Uncompleted			\$ -	0.00	6,725.00
Subcontractor			Chicagoland Truckin	Atlantic	Divine Cement, Inc.
Type of Work			Hauling	Painting	Concrete Flatwork
Subcontract Price			\$ 230,000.00	59,316.50	3,247,312.75
Amount Uncompleted			\$ 137,640.00	0.00	1,989,374.62
Subcontractor			RA Seaton		Antigo Construction
Type of Work			Hauling		Concrete Breaking
Subcontract Price			\$ 230,000.00		22,464.40
Amount Uncompleted					22,464.40
Subcontractor			ML Carmel		Sheridan Plumbing & Sewer
Type of Work			Lime Stabilization		Sewer Televising
Subcontract Price			1046031.5		72,599.40
Amount Uncompleted			586272.62		70,498.80

**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					Fox Valley Chlorinating
Type of Work					Testing
Subcontract Price					2,030.00
Amount Uncompleted					840.00
Subcontractor					ENO
Type of Work					Trucking
Subcontract Price					1,744,445.86
Amount Uncompleted					1,507,834.23
Subcontractor					Brownfield Enviromental
Type of Work					Testing
Subcontract Price					66,700.00
Amount Uncompleted					16,600.00
Subcontractor					Chicago Cut
Type of Work					Saw Cutting
Subcontract Price					55,330.00
Amount Uncompleted					0.00
Subcontractor					Illinois Central Sweeping
Type of Work					Sweeping
Subcontract Price					7,900.00
Amount Uncompleted					3,702.50
Subcontractor					Kalgen
Type of Work					Testing
Subcontract Price					24,060.00
Amount Uncompleted					3,077.50
Subcontractor					Nashnal
Type of Work					Testing
Subcontract Price					9,632.00
Amount Uncompleted					9,632.00
Subcontractor					Collins Engineering
Type of Work					Engineering
Subcontract Price					3,584.50
Amount Uncompleted					0.00
Subcontractor					ATS
Type of Work					Testing
Subcontract Price					777.00
Amount Uncompleted					0.00
<b>Totals 1-5</b>	<b>1,196,441.19</b>	<b>1,088,791.64</b>	<b>11,194,333.24</b>	<b>755,440.00</b>	<b>17,100,316.64</b>



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**

For the Letting of 7/7/2020

(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.

	6	7	8	9	10	
Contract Number	K72374	62A74	61E18	60X79	I-19-4464	
Contract With	METRA	IDOT	IDOT	IDOT	ISTHA	
Estimated Completion Date	3/2021	12/2020	8/2020	7/2020	11/24/2021	
Total Contract Price	17,411,457.68	22,127,337.57	15,116,061.12	38,714,286.77	64,352,559.20	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,771,575.01	805,302.22	4,328,693.35	20,070,066.26	61,294,992.50	see page 9
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						

**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	94,128.00	5,000.00	0.00	2,981,000.00	2,642,396.58	5,722,524.58
Portland Cement Concrete Paving			0.00	0.00	2,464,842.00	2,464,842.00
HMA Plant Mix			0.00	0.00		0.00
HMA Paving			0.00	0.00		0.00
Clean & Seal Cracks/Joints			0.00	0.00		0.00
Aggregate Bases & Surfaces		10,000.00	25,000.00	140,000.00	3,516,331.26	3,691,331.26
Highway,R.R. and Waterway Structures			1,833,592.78		21,287,882.98	23,121,475.76
Drainage	42,500.00		0.00	1,131,000.00		1,173,500.00
Electrical			0.00			0.00
Cover and Seal Coats			0.00			0.00
Concrete Construction	281,535.00	10,000.00	0.00	2,973,000.00		3,264,535.00
Landscaping			0.00			0.00
Fencing			0.00			0.00
Guardrail			0.00			0.00
Painting			0.00			0.00
Signing	5,500.00		0.00			5,500.00
Cold Milling, Planning & Rotomilling			0.00			0.00
Demolition	100,000.00	150,000.00	0.00	500,000.00	1,411,878.48	2,161,878.48
Pavement Markings (Paint)	14,141.70		0.00			14,141.70
Foundation (Caisson & Pile)			0.00			0.00
Mobilization	109,182.53	0.00	100,000.00	225,000.00	900,000.00	1,334,182.53
General	54,591.27	170,000.00	0.00	2,351,937.13	5,300,000.00	7,876,528.40
<b>Totals</b>	<b>701,578.50</b>	<b>345,000.00</b>	<b>1,958,592.78</b>	<b>10,301,937.13</b>	<b>37,523,331.30</b>	<b>50,830,439.71</b>

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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	10
Subcontractor	Aldridge Electric	ARTEAGA	Alliance Fence	ARAIZA	Homer Tree
Type of Work	Caions	LANDSCAPING	Fence	CONCRETE PAVING	Tree Removal
Subcontract Price	3,111,463.20	52,203.45	165,211.94	577,678.10	121,194.00
Amount Uncompleted	293,981.66	35,441.35	11,008.00	447,178.47	121,194.00
Subcontractor	ACR	CARRERA	Arteaga	ARTEAGA	Metromex
Type of Work	Waterproofing	CONC FLATWORK	Landscaping	EROSION CONTROL	Asphalt
Subcontract Price	216,836.79	73,441.50	81,739.38	123,273.79	3,381,420.75
Amount Uncompleted	69,827.50	28,723.39	35,456.94	119,554.29	3,381,420.75
Subcontractor	Area Equipment	CHICAGOLAND TRUCK	Atlantic Painting	CARRERA	Ray Edwards
Type of Work	Steel Erection	TRUCKING	Painting	CONCRETE FLATWORK	Underground
Subcontract Price	2,266,756.80	107,047.50	71,811.00	71,548.75	1,704,283.92
Amount Uncompleted	283,159.02	6,412.10	71,811.00	71,548.75	1,704,283.92
Subcontractor	Atlantic Painting	ENO	Clausen	CITY LIGHTS	Hecker Electric
Type of Work	Lead Abatement	TRUCKING	Rebar	ELECTRIC	Electric
Subcontract Price	825,900.00	544,755.00	405,974.88	1,726,144.51	4,006,280.55
Amount Uncompleted	95,000.00	0.00	191,541.54	1,306,399.32	4,006,280.55
Subcontractor	Bechstein Construction	GRL ENGINEERS	Divine	CLAUSEN	Divine Cement
Type of Work	Demolition	TESTING	Concrete Flatwork	REBAR/STEEL	Concrete Flatwork
Subcontract Price	820,000.00	8,220.00	655,514.88	4,504,800.05	3,392,521.28
Amount Uncompleted	100,000.00	3,100.00	21,441.97	3,072,777.94	3,392,521.58
Subcontractor	GRL Engineers	HECKER	Envior OPS	CTI	S&J
Type of Work	Testing	ELECTRIC	Testing	SETTLEMENT MONITORING	Sign/Steel Erection
Subcontract Price	44,500.00	264,762.07	46,225.00	126,558.50	4,103,693.88
Amount Uncompleted	0.00	15,858.68	1,250.00	33,221.50	4,103,693.88
Subcontractor	Industrial Fence	HOMER	Javelina	E KING	MA Rebar
Type of Work	Fencing	TREE REM	Asphalt Milling	TRUCKING	F&I Rebar
Subcontract Price	418,353.63	23,610.00	0.00	1,941,729.60	3,150,187.13
Amount Uncompleted	386,220.74	1,325.00	0.00	700,328.35	3,150,187.13
Subcontractor	KAPUR	IFI	K&K	HOMER	IFI
Type of Work	Survey	FENCING	Pedestrian Rail	TREE REMOVAL	Fence and Guardrail
Subcontract Price	222,787.50	82,532.55	672,290.43	13,890.00	1,026,600.14
Amount Uncompleted	0.00	47,769.04	672,290.43	3,600.00	900,138.00
Subcontractor	MA Rebar	INTEGRITY	Len Cox	IFI	TC&P
Type of Work	Rebar Erection/Supply	ENVIRONMENTAL	Sewer	FENCING	Traffic Control
Subcontract Price	385,582.92	44,085.00	313,104.36	227,188.05	2,718,943.04
Amount Uncompleted	200,000.00	0.00	53,894.00	118,000.00	2,629,333.14
Subcontractor	Meade Electric	LJ KEFE	Original	INTEGRITY	
Type of Work	Electric	SS JACKING	Conc Pumping	ENVIRONMENTAL	
Subcontract Price	389,101.98	400,380.63	40,000.00	132,850.00	
Amount Uncompleted	82,657.60	0.00	15,000.00	52,612.50	

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	10
Subcontractor	Metromex	MA REBAR	Roadsafe	KALGEN	
Type of Work	Asphalt	REBAR	MOT/Sign/Pvmt Mrk	TESTING	
Subcontract Price	129,945.50	2,030,784.52	102,760.07	58,350.00	
Amount Uncompleted	166,536.00	4,829.51	24,001.99	41,246.75	
Subcontractor	OMEGA CONSTRUCTION	METROMEX	Quality	KAPUR	
Type of Work	Flatwork	ASPHALT	Sawcut	SURVEY	
Subcontract Price	329,882.15	112,351.89	15,000.00	325,090.00	
Amount Uncompleted	392,613.99	50,728.32	0.00	107,718.53	
Subcontractor	Sandsmith Masonry	MICHELS	Clean Cut	LJ KEEFE	
Type of Work	Tuck Pointing	CAISSONS	Tree Removal	SEWER JACKING	
Subcontract Price	77,000.00	5,597,292.32	12,330.00	996,370.00	
Amount Uncompleted	0.00	14,575.74	0.00	412,672.50	
Subcontractor		MIXONSITE	Schroeder	METROMEX	
Type of Work		LIGHTWT FILL	Asphalt	ASPHALT	
Subcontract Price		98,391.11	621,475.47	194,951.52	
Amount Uncompleted		0.00	220,244.07	194,951.52	
Subcontractor		MTC MORENO	Michels	MIXONSITE	
Type of Work		TRUCKING	Caissons	LIGHTWEIGHT FILL	
Subcontract Price		0.00	646,616.12	912,672.00	
Amount Uncompleted		0.00	301,567.91	424,512.00	
Subcontractor		NPR	Tritech	NPR	
Type of Work		SEWER CLEANING	Electrical	SEWER CLEANING	
Subcontract Price		48,155.00	2,431,730.10	406,020.00	
Amount Uncompleted		23,625.00	639,818.85	134,167.00	
Subcontractor		RA SEATON	Vibratex	S&J	
Type of Work		TRUCKING	Vibration Monitoring	SIGNAGE	
Subcontract Price		97,726.00	15,000.00	60,430.89	
Amount Uncompleted		0.00	0.00	60,430.89	
Subcontractor		RELIABLE	ENO	STALWORTH	
Type of Work		WATER MAIN	Trucking	CAISSONS	
Subcontract Price		1,069,118.29	449,034.47	6,331,559.08	
Amount Uncompleted		223,414.09	110,773.87	1,295,289.45	
Subcontractor		SONICAN	MTC-Moreno	STRATA	
Type of Work		TRUCKING	Trucking	DRILLING	
Subcontract Price		3,528.00	9,072.50	28,657.50	
Amount Uncompleted		0.00	0.00	6,225.00	
Subcontractor		STRATA	DLZ	SDC	
Type of Work		DRILLING	Survey	STRUCTURAL DESIGN	
Subcontract Price		12,880.00	60,069.55	80,650.00	
Amount Uncompleted		0.00	0.00	43,964.00	

**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	10
Subcontractor		Structural		TSI	
Type of Work		CFRP WM Lining		TRAFFIC	
Subcontract Price		1,980,500.00		773,945.05	
Amount Uncompleted		4,500.00		526,398.86	
Subcontractor				TCC	
Type of Work				PAVEMENT MARKING	
Subcontract Price				128,284.62	
Amount Uncompleted				128,284.62	
Subcontractor				TRUCK KING	
Type of Work				TRUCKING	
Subcontract Price				444,438.00	
Amount Uncompleted				371,106.89	
Subcontractor				VIBRA-TECH	
Type of Work				VIBRATION MONITORING	
Subcontract Price				250,975.00	
Amount Uncompleted				95,940.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Totals 6-10</b>	<b>2,069,996.51</b>	<b>460,302.22</b>	<b>2,370,100.57</b>	<b>9,768,129.13</b>	<b>23,389,052.95</b>



**Illinois Department of Transportation**  
 Bureau of Construction  
 2300 South Dirksen Parkway/Room 322  
 Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 7/7/2020  
 (Letting date)

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**Part I. Work Under Contract**

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	11	12	13	14	15	
Contract Number	I-18-4705	I-19-4507				
Contract With	ISTHA	ISTHA				
Estimated Completion Date	07/2022	12/1/2020				
Total Contract Price	83,353,068.93	\$ 9,233,181.12				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 79,603,068.93	\$ 8,329,495.12				231,423,880.46
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>231,423,880.46</b>

**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.

Earthwork	10,992,419.00	\$ 1,046,438.00			
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	1,284,000.00	\$ 346,186.00			
Highway,R.R. and Waterway Structures	29,385,782.63	\$ 451,600.00			
Drainage		\$ 59,868.00			
Electrical					
Cover and Seal Coats					
Concrete Construction		\$ 77,000.00			
Landscaping					
Fencing					
Guardrail					
Painting					
Signing		\$ 7,605.00			
Cold Milling, Planning & Rotomilling					
Demolition		\$ 253,460.00			
Pavement Markings (Paint)					
General	6,441,025.28	\$ 1,883,586.12			
<b>Totals</b>	<b>\$ 48,103,226.91</b>	<b>\$ 4,125,743.12</b>			

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**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor	METROMEX	BRYAN			
Type of Work	ASPHALT	ENVIRONMENTAL			
Subcontract Price	1,334,352.23	23,011.00			
Amount Uncompleted	1,334,352.23	20,011.00			
Subcontractor	ANDERSON	INDUSTRIAL FENCE			
Type of Work	CONCRETE PUMP	FENCING			
Subcontract Price	45,000.00	207,962.00			
Amount Uncompleted	45,000.00	148,067.00			
Subcontractor	TOUGH CUTS	D2K			
Type of Work	CRUSH & GROOVE	TRAFFIC CONTROL			
Subcontract Price	183,302.00	309,189.00			
Amount Uncompleted	183,302.00	239,000.00			
Subcontractor	TBD	ELECTRIC CONDUIT CONSTRUCTION			
Type of Work	LIME	ELECTRICAL			
Subcontract Price	415,525.32	338,184.00			
Amount Uncompleted	415,525.32	338,184.00			
Subcontractor	TBD	DLZ			
Type of Work	PAINT	SURVEY			
Subcontract Price	579,045.60	41,100.00			
Amount Uncompleted	579,045.60	28,700.00			
Subcontractor	TBD	NATURAL CREATIONS			
Type of Work	SAW & SEAL	LANDSCAPING			
Subcontract Price	31,153.87	159,640.00			
Amount Uncompleted	31,153.87	156,640.00			
Subcontractor	TBD	METROMEX			
Type of Work	SEWER CLEANING	PAVING			
Subcontract Price	6,650.00	1,623,942.00			
Amount Uncompleted	6,650.00	1,575,000.00			
Subcontractor	SIGNAGE	TERRA			
Type of Work	S&J	SOIL NAIL			
Subcontract Price	538,012.55	254,800.00			
Amount Uncompleted	538,012.55	254,800.00			
Subcontractor	METROPOLITIAN	HOMER			
Type of Work	ERECT STR STEEL	TREE REMOVAL			
Subcontract Price	7,700,000.00	6,260.00			
Amount Uncompleted	7,700,000.00	0.00			
Subcontractor	MARKING SPL	JAVELINA			
Type of Work	PAVT MARKINGS	MILLING			
Subcontract Price	45,046.40	27,813.00			
Amount Uncompleted	45,046.40	27,813.00			

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor	TBD	MARTINEZ			
Type of Work	VIBRATION	SEWER			
Subcontract Price	20,000.00	865,942.00			
Amount Uncompleted	20,000.00	865,942.00			
Subcontractor	MA REBAR	LJ KEEFE			
Type of Work	REBAR	SEWER BORE			
Subcontract Price	5,000,000.00	375,130.00			
Amount Uncompleted	5,000,000.00	375,130.00			
Subcontractor	JLA & SONS	AC IRON			
Type of Work	SEWER	REBAR			
Subcontract Price	2,984,299.00	45,217.00			
Amount Uncompleted	2,984,299.00	45,217.00			
Subcontractor	TCP	DIVINE			
Type of Work	MOT	FLATWORK			
Subcontract Price	121,182.75	114,748.00			
Amount Uncompleted	121,182.75	114,748.00			
Subcontractor	DIVINE CEMENT	ATLANTIC			
Type of Work	CONCRETE	PAINTING			
Subcontract Price	3,329,288.75	14,500.00			
Amount Uncompleted	3,329,288.75	14,500.00			
Subcontractor	STALWORTH				
Type of Work	DRILLED SHAFTS				
Subcontract Price	2,681,144.00				
Amount Uncompleted	2,681,144.00				
Subcontractor	IFI				
Type of Work	FENCE & GRDRAIL				
Subcontract Price	481,659.71				
Amount Uncompleted	481,659.71				
Subcontractor	ECC				
Type of Work	ELECTRICAL				
Subcontract Price	2,877,653.00				
Amount Uncompleted	2,877,653.00				
Subcontractor	BRYAN				
Type of Work	ENVIRONMENTAL				
Subcontract Price	158,010.00				
Amount Uncompleted	158,010.00				
Subcontractor	NATRUAL CREATIONS				
Type of Work	LANDSCAPING				
Subcontract Price	2,481,043.14				
Amount Uncompleted	2,481,043.14				

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	15
Subcontractor	TBD				
Type of Work	SHAFT TESTING				
Subcontract Price	117,000.00				
Amount Uncompleted	117,000.00				
Subcontractor	TBD				
Type of Work	DIAMOND GRIND				
Subcontract Price	165,163.70				
Amount Uncompleted	165,163.70				
Subcontractor	TBD				
Type of Work	HYDRO EX				
Subcontract Price	150,000.00				
Amount Uncompleted	150,000.00				
Subcontractor	TBD				
Type of Work	BITIM. SPRAY				
Subcontract Price	35,310.00				
Amount Uncompleted	35,310.00				
Subcontractor	TBD				
Type of Work	ABESTOS REMOVAL				
Subcontract Price	20,000.00				
Amount Uncompleted	20,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Totals 11-15	31,499,842.02	4,203,752.00			

**CONTRACT NO. I-20-4535**

**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
SEE ATTACHED				

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.

S&J Construction Co., Inc.

\_\_\_\_\_  
 BIDDER  
 07/02/2020  
 DATE  
 \_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 BY: \_\_\_\_\_  
 SIGNATURE/  
 \_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 President  
 TITLE



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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(Letting date)

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	1	2	3	4	5	
Contract Number	39226	E-6-650	60P55	60X79	I-18-4374	
Contract With	METRA	CDOT	IDOT - MEADE	IDOT	ISTHA	
Estimated Completion Date	10-15-2020	3-27-2021	09-29-2020	9-15-2020	10-20-2020	
Total Contract Price	148,000.00	8,792,056.00	44,000.00	97,037.00	1,206,292.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	81,500.00	4,390,000.00	22,000.00	72,750.00	633,500.00	5,199,750.00
<b>Total Value of All Work</b>						<b>5,199,750.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures	81,500.00	4,390,000.00			633,500.00	5,105,000.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing				72,750.00		72,750.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS			22,000.00			22,000.00
						0.00
						0.00
<b>Totals</b>	<b>81,500.00</b>	<b>4,390,000.00</b>	<b>22,000.00</b>	<b>72,750.00</b>	<b>633,500.00</b>	<b>5,199,750.00</b>

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**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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For the Letting of 07/07/2020  
(Letting date)

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	1	2	3	4	5	
Contract Number	I-18-4433	I-18-4430	E-4-712	RPM	61F64	
Contract With	ISTHA	ISTHA	CDOT	CTA	IDOT	
Estimated Completion Date	8-26-2020	4-25-2021	11-08-2020	4-20-2021	7-30-2020	
Total Contract Price	197,488.00	259,698.00	6,737,840.00	12,662,000.00	25,614.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			4,040,500.00			4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	18,000.00	183,500.00		12,580,000.00	12,000.00	17,993,250.00
<b>Total Value of All Work</b>						<b>22,033,750.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures			3,681,855.00	12,580,000.00		21,366,855.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	18,000.00	183,500.00			12,000.00	286,250.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						22,000.00
						0.00
						0.00
<b>Totals</b>	<b>18,000.00</b>	<b>183,500.00</b>	<b>3,681,855.00</b>	<b>12,580,000.00</b>	<b>12,000.00</b>	<b>21,675,105.00</b>

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**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	Awards Pending
Subcontractor			Era Valdivia		
Type of Work			Concrete work & Painting		
Subcontract Price			581,650.00		
Amount Uncompleted			305,620.00		
Subcontractor			JEM Traffic Control		
Type of Work			Traffic Control & Protection		
Subcontract Price			10,600.00		
Amount Uncompleted			6,200.00		
Subcontractor			Diversified Const. Services, LLC		
Type of Work			Scaffolding		
Subcontract Price			87,726.00		
Amount Uncompleted			46,826.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>358,645.00</b>	<b>0.00</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 2nd day of July, 2020



Notary Public

My commission expires: 08/29/2023

(Notary Seal)



Print Name Simone Kapevich, President

Officer or Director

Title

Signed



Company S&J Construction Co., Inc.

Address 4245 166th Street

Oak Forest, IL 60452



**Illinois Department  
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Bureau of Construction  
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**Part I. Work Under Contract**

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	1	2	3	4	5	
Contract Number	62F29	60K72	I-17-4673	I-19-4464	17-844-3P	
Contract With	IDOT	IDOT	ISTHA	ISTHA	MWRD	
Estimated Completion Date	8-14-2020	7-24-2021	3-31-2021	9-21-2021	8-05-2020	
Total Contract Price	77,117.00	548,700.00	456,000.00	4,103,693.88	72,940.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	54,491.00	547,200.00	454,700.00	4,103,693.88	30,000.00	23,183,334.88
<b>Total Value of All Work</b>						<b>27,223,834.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures		547,200.00	454,700.00	1,592,500.00	30,000.00	23,991,255.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	54,491.00			2,511,193.88		2,851,934.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						22,000.00
						0.00
						0.00
<b>Totals</b>	<b>54,491.00</b>	<b>547,200.00</b>	<b>454,700.00</b>	<b>4,103,693.88</b>	<b>30,000.00</b>	<b>26,865,189.88</b>

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	1	2	3	4	5	
Contract Number	62J31	I-19-4490	I-19-4464	I-19-4481	60M668	
Contract With	IDOT	ISTHA	ISTHA	ISTHA	IDOT	
Estimated Completion Date	8-14-2020	10-23-2020	6-12-2021	10-26-2021	9-25-2020	
Total Contract Price	117,566.00	159,916.00	248,425.00	1,220,000.00	36,875.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	102,166.00	159,916.00	248,425.00	1,220,000.00	36,875.00	24,950,716.88
<b>Total Value of All Work</b>						<b>28,991,216.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures				1,220,000.00	36,875.00	25,248,130.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	102,166.00	159,916.00				3,114,016.88
Cold Milling, Planing & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS			248,425.00			270,425.00
						0.00
						0.00
<b>Totals</b>	<b>102,166.00</b>	<b>159,916.00</b>	<b>248,425.00</b>	<b>1,220,000.00</b>	<b>36,875.00</b>	<b>28,632,571.88</b>

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	1	2	3	4	5	
Contract Number	62K14	B-5-157	I-19-4506	60D77	62K23	
Contract With	IDOT	CDOT	ISTHA	IDOT	IDOT	
Estimated Completion Date	9-25-2020	10-21-2021	11-20-2020	11-29-2020	12-15-2020	
Total Contract Price	36,773.00	2,872,760.00	110,134.00	313,837.00	616,295.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	36,773.00	2,876,760.00	110,134.00	313,837.00	616,295.00	28,904,515.88
<b>Total Value of All Work</b>						<b>32,945,015.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures	36,773.00	2,876,760.00		313,837.00	616,295.00	29,091,795.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing			110,134.00			3,224,150.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						270,425.00
						0.00
						0.00
<b>Totals</b>	<b>36,773.00</b>	<b>2,876,760.00</b>	<b>110,134.00</b>	<b>313,837.00</b>	<b>616,295.00</b>	<b>32,586,370.88</b>

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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	Award Pending	Award Pending	Award Pending	Award Pending	Accumulated Totals
Contract Number	I-18-4705	I-19-4495	I-20-4520	MC-024	I-17-4339	
Contract With	ISTHA	ISTHA	ISTHA	CTA	ISTHA	
Estimated Completion Date	5-20-2021	8-20-2021	10-30-2021	3-25-2021	7-25-2022	
Total Contract Price	538,012.00	3,225,340.00	559,760.00	295,000.00	9,051,176.00	
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	538,012.00	3,225,340.00	559,760.00	295,000.00	9,051,176.00	42,573,803.88
<b>Total Value of All Work</b>						<b>46,614,303.88</b>

**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						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures		3,225,340.00	559,760.00	295,000.00	6,543,548.00	39,715,443.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	538,012.00				2,507,628.00	6,269,790.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						270,425.00
						0.00
						0.00
<b>Totals</b>	<b>538,012.00</b>	<b>3,225,340.00</b>	<b>559,760.00</b>	<b>295,000.00</b>	<b>9,051,176.00</b>	<b>46,255,658.88</b>

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.



**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 **30%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

## **6. BIDDING PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

### 6.3 Counting DBE Participation

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

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

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

## **6.4 Demonstrating Commercially Useful Function**

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

- 6.4.1 To perform a commercially useful function, the DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- 6.4.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.
- 6.4.3 If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the contractor may present evidence to rebut this presumption.

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

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

The extended documentation period is intended to allow contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the contractor could achieve through good faith efforts. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low Bidder. In no case should a contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision. When ISTHA determines that a contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the Bidder to take advantage of the extended documentation period.

## 6.6 Good Faith Efforts Procedures

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

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

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

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

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

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

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

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

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

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request within five (5) working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [DBE@getipass.com](mailto:DBE@getipass.com), (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed timely delivery. The pre-final determination shall become final if a request is not received within the five-day period.

A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the Bidder to extend the time for award. The request will be forwarded to ISTHA's Chief of Diversity and Strategic Development. The Chief of Diversity and Strategic Development may extend an opportunity to the Bidder to meet in person in order to consider all issues of whether the Bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Diversity and Strategic Development, the Bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall approve the DBE Utilization Plan submitted by the Bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative

reconsideration procedures described in this section are not intended to allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

## **7. CONTRACT COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

If the contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the DBE Utilization Plan, the contractor must obtain the approval of the Diversity and Strategic Development Department to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

A new subcontract, a new Form 2025 for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Diversity and Strategic Development Department within five (5) working days of the contractor's receipt of the Tollway's approval for the substitution or other change.

### **7.3 The submission of the DBE Payment Report**

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

The contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material, the contractor shall submit a DBE Final Payment Report on ISTHA DBE Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the DBE or if the contractor believes that the DBE's work has not been satisfactorily completed.

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

## **8. SANCTIONS**

The Tollway will periodically review the contractor's compliance with this Special Provision and the terms of its contract with the contractor, including the DBE Utilization Plan. Without limitation, the contractor's failure to comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a

material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; damages based on the damage to the Tollway from the contractor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

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

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

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

## **10. OTHER REGULATIONS**

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

Date: 7/7/2020  
 To: Contact Name: Shamik Amin  
 Contractor Company Name: Judlau Contracting, Inc./ S&J Construction Co., Inc.  
 From: Graciela Perez  
 DBE Project Specialist

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

Subject: <b>DBE Plan Review</b>	<b>Date Original Plan Submitted:</b> 7/7/2020	<b>Revision #</b> 0
<b>Contract #</b> I-20-4535	<b>Established DBE Goal:</b> 30.00 %	
<b>Contract Description:</b> Beam Fabrication Tri-State Tollway (I-294) Over Grand Ave. Bridge Numbers 285 and 286 Mile Post 35.30		

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		\$2,432,200.00							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
S & J Construction Co., Inc.	Prime	D/WBE	Labor/Transport	\$760,760.00	\$760,760.00	31.27 %	City of Chicago	F	Caucasian
<b>Total # of subcontracts: 1</b>				<b>TOTAL</b>	<b>\$760,760.00</b>	<b>\$760,760.00</b>	<b>31.27 %</b>		
<b>Total # of subcontractors: 1</b>				<b>Total %</b>	<b>31.27 %</b>	<b>31.27 %</b>			

1. Introduction

2. Background

3. Methodology

4. Results

5. Discussion

6. Conclusion

The purpose of this study is to investigate the effects of the proposed intervention on the target population. The study is designed to be a randomized controlled trial, with the intervention group receiving the proposed intervention and the control group receiving a standard of care.

The study is designed to be a randomized controlled trial, with the intervention group receiving the proposed intervention and the control group receiving a standard of care. The primary outcome is the change in the target variable over time, and the secondary outcomes are the change in the other variables.

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the specific procedures and protocols that must be followed when conducting financial transactions. This includes details on how to properly document and approve all payments and expenditures.

3. The third part of the document addresses the role of the internal audit function in monitoring and evaluating the organization's financial controls. It highlights the need for regular audits to identify and address any weaknesses or areas of concern.

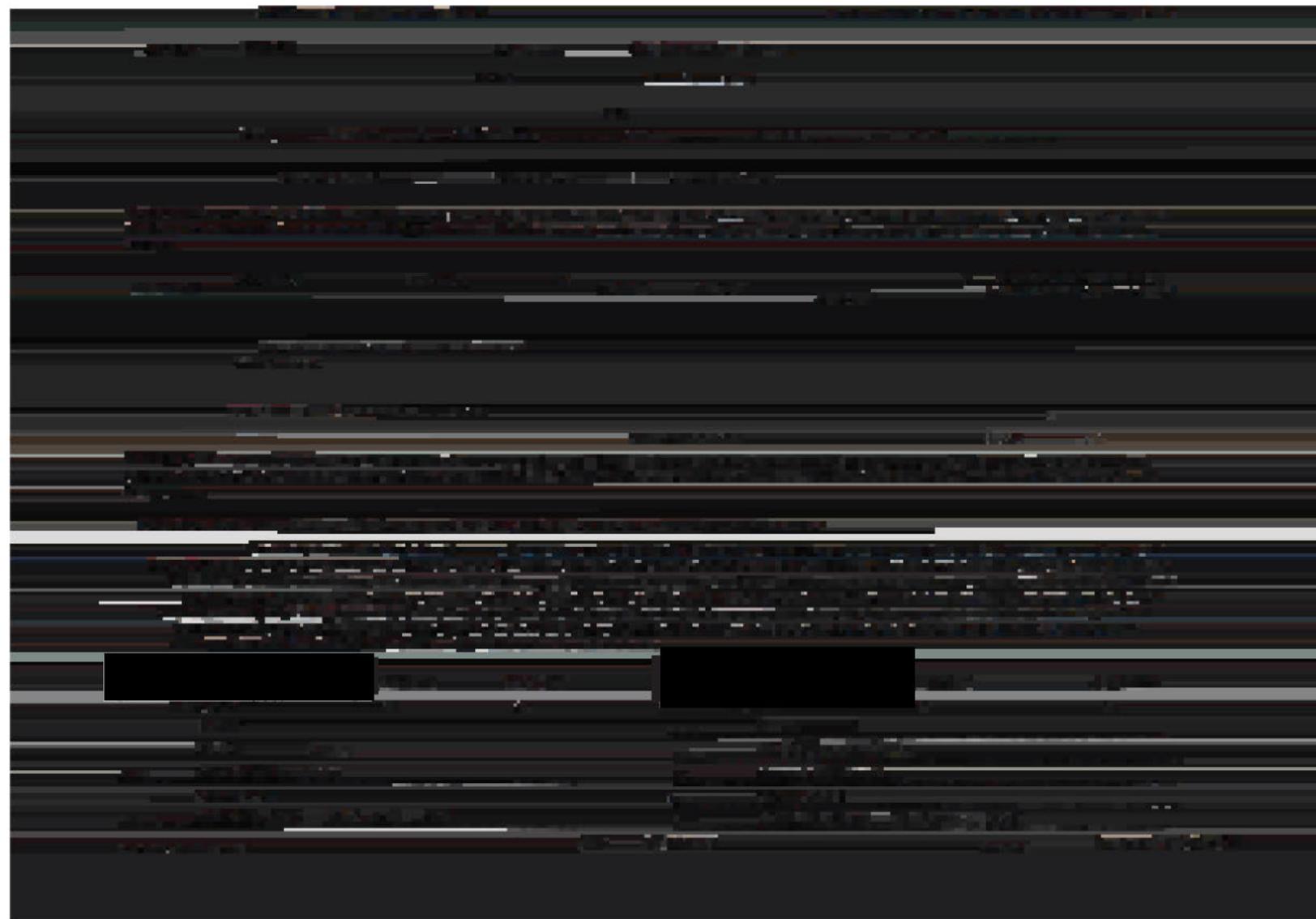
4. The fourth part of the document discusses the importance of maintaining up-to-date financial statements and reports. It stresses that these documents are essential for providing accurate information to stakeholders and for making informed decisions about the organization's financial health.

5. The fifth part of the document outlines the responsibilities of the management team in ensuring that the organization's financial controls are effective and compliant with applicable laws and regulations. It emphasizes the need for ongoing communication and collaboration between all levels of the organization.

6. The sixth part of the document discusses the importance of maintaining accurate records of all financial transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

7. The seventh part of the document outlines the specific procedures and protocols that must be followed when conducting financial transactions. This includes details on how to properly document and approve all payments and expenditures.

8. The eighth part of the document addresses the role of the internal audit function in monitoring and evaluating the organization's financial controls. It highlights the need for regular audits to identify and address any weaknesses or areas of concern.



[REDACTED]

[REDACTED]

1. The following information is taken from the Balance Sheet of ABC Ltd. as at 31/12/2018:

Particulars Amount (Rs.)

Fixed Assets	1,00,00,000
Current Assets	50,00,000
Share Capital	1,00,00,000
Reserves	50,00,000
Liabilities	50,00,000

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[REDACTED]

[REDACTED]

1. The following information is taken from the Balance Sheet of ABC Ltd. as at 31/12/2018:

Particulars	Amount
Fixed Assets	100,000
Current Assets	200,000
Capital	150,000
Reserves	50,000
Liabilities	100,000

2. The following information is taken from the Profit and Loss Account of ABC Ltd. for the year ended 31/12/2018:

Particulars	Amount
Revenue	300,000
Cost of Sales	(150,000)
Gross Profit	150,000
Operating Expenses	(50,000)
Operating Profit	100,000
Finance Costs	(20,000)
Profit Before Tax	80,000
Income Tax	(10,000)
Profit After Tax	70,000

Item	Description	Quantity	Unit Price	Total
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# DBE FORM 2023

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

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

### Good Faith Efforts Checklist

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

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

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

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

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

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

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

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

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

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

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

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



# DBE FORM 2023

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

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

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

Bidder name: \_\_\_\_\_

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

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

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

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

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

**Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

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

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

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



# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## FORM 2024 - DBE Trucking Reporting and Verification Form

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

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

(a) Contract Number \_\_\_\_\_

(b) Prime Contractor Name \_\_\_\_\_

(c) Contract Award Value \_\_\_\_\_

(d) Amount Earned to Date \_\_\_\_\_

(e) Percent Complete  Chose One

(f) Reporting Period: \_\_\_\_\_ To \_\_\_\_\_

(h) Name of DBE Trucking Subcontractor	(i) DBE Trucking Subcontractor Amount from DBE Plan (Form 2025)	(j) Amount Paid to DBE Trucking Subcontractor to Date	(k) Percent of Planned Amount Paid to Date
			#DIV/0!

(g) \_\_\_\_\_

(h) Signature of Prime Contractor Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

(i) Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

	Number of Trucks
(j) Total value of payments received for trucks owned and operated by this DBE trucker	a. _____
(k) Total value of payments received for trucks leased and operated by another DBE trucker	b. _____
(l) Total value of payments received for trucks leased from a Non-DBE trucker	c. _____
(m) _____	\$ _____

Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.

(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) d. \_\_\_\_\_

(o) Total DBE Trucking Participation Based on DBE Special Provision 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





## Capture Application Request for Log-in/Password

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

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

Construction Manager       Prime Contractor

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

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

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

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

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

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

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

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

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

Affidavit: <i>For and on behalf of</i> _____ <div style="text-align: center;">(Printed Company Name)</div> I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> and Tollway to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

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

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

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

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

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

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

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

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

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

##### **ASIAN:**

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

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

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

##### **HISPANIC:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the

Tollway if a hearing is requested, explaining the basis for finding that the contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the contractor. A final decision that a good faith effort was not made shall render the contractor in breach as non-compliant with its contract with the Tollway and may subject the contractor to sanctions under Section 14.

**14. SANCTIONS:**

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

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

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

**17. OTHER REGULATIONS:**

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



**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) 2 new hires would be recruited from the area in which the contract project is located; and/or (number) 1 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) 2 persons will be directly employed by the prime contractor and that (number) 3 persons will be employed by subcontractors.

Judlau Contracting, Inc. /  
S&J Construction Co., Inc.  
Company Joint Venture Telephone Number 630.387.6040  
1011 Warrenville Road, Suite 195  
Address Lisle, IL 60532

**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.



## STATE OF ILLINOIS

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

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It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/4S-57.

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

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

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

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

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

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

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

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

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

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

- 5.4.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- S.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.
  - S.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.
  - S.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.
- S.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.
  - S.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.7.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

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

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

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

- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

**From:** [Spencer, Seannica](#)  
**To:** [Kelly, Sherita](#)  
**Cc:** [Williams, Donna](#); [Chagoya, Brenda](#); [Fratto, Frank](#); [Garcia, Susan L.](#); [Gomez, Graciela](#); [Hall, Danna](#); [Liu, Meiyu](#); [Durkin, Laura](#)  
**Subject:** FW: Bid Opening Contract I-20-4535  
**Date:** Friday, July 24, 2020 3:12:40 PM

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Good afternoon,

Judlau Contracting, Inc. S&J Construction Co. Inc, JV has exceeded the DBE Goal of 30% with a DBE Commitment of 31.28% or \$760,760.00 based on a core bid amount of \$2,432,200.00.

Judlau Contracting, Inc. S&J Construction Co. Inc, JV has exceeded the VOSB Goal of 3% with a Veteran Commitment of 3.04% or \$74,000.00 based on a core bid amount of \$2,432,200.00.

EEO FORM 1256 IS REQUIRED and was already submitted with the bid.

Thanks,

Seannica

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Date: 7/7/2020  
 To: Contact Name: Shamik Amin  
 Contractor Company Name: Judlau Contracting, Inc./ S&J Construction Co., Inc.  
 From: Graciela Perez  
 DBE Project Specialist

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

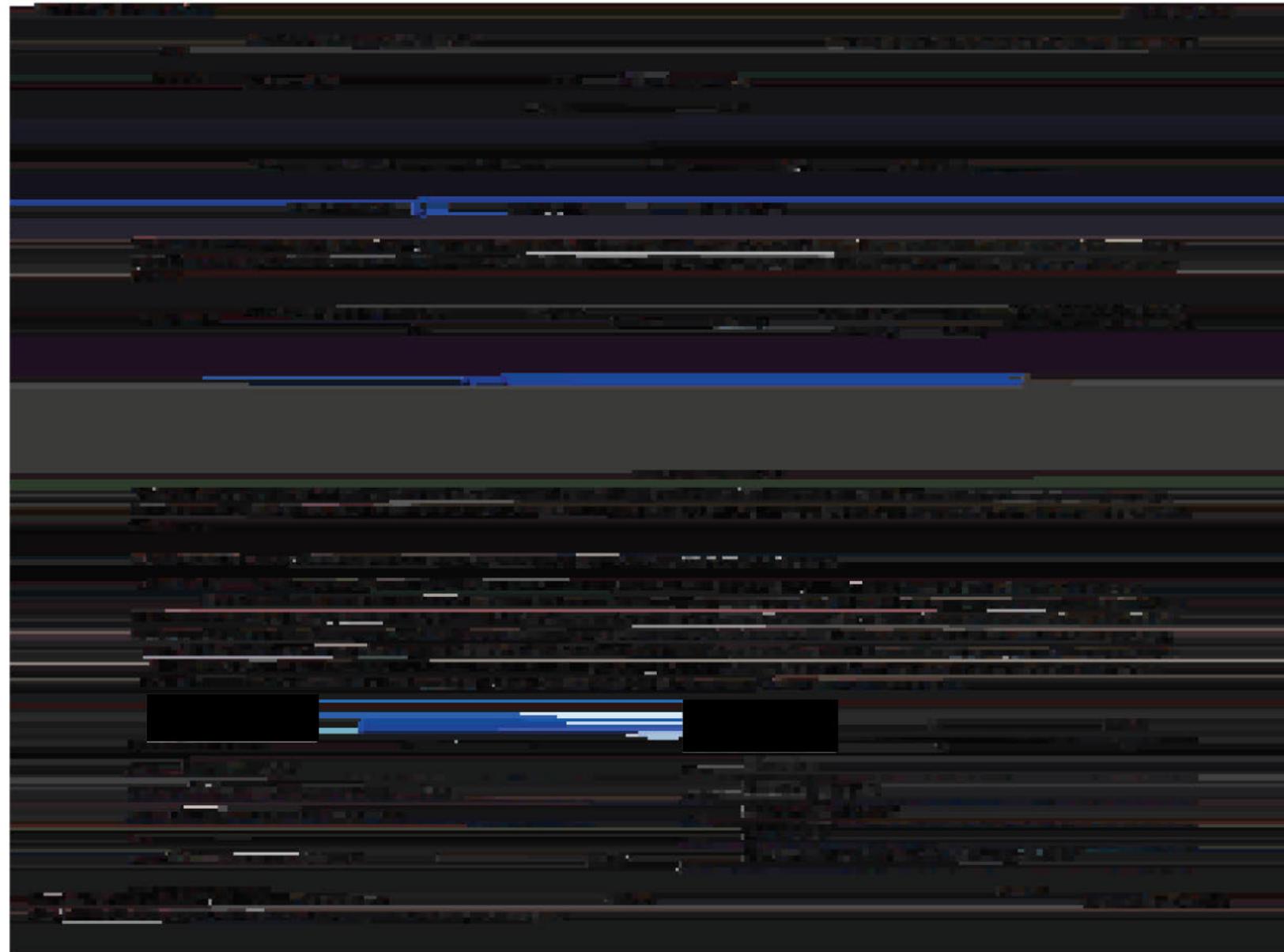
Subject: <b>VOSB Plan Review</b>	<b>Date Original Plan Submitted:</b> 7/7/2020	<b>Revision #</b> 0
<b>Contract #</b> I-20-4535	<b>Established VOSB Goal:</b> 3.00 %	
<b>Contract Description:</b> Beam Fabrica ion Tri-State Tollway (I-294) Over Grand Ave. Bridge Numbers 285 and 286 Mile Post 35.30		

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		\$2,432,200.00							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Collins Engineers, Inc.	Trucker	VOSB	Engineering Services	\$45,000.00	\$45,000.00	1.85 %	CMS	M	Caucasian
Viking Brothers, Inc.	Trucker	VOSB	Trucker	\$29,000.00	\$29,000.00	1.19 %	CMS	M	Caucasian
<b>Total # of subcontracts: 2</b>				<b>TOTAL</b>	<b>\$74,000.00</b>	<b>3.04 %</b>			
<b>Total # of subcontractors: 2</b>				<b>Total %</b>	<b>3.04 %</b>	<b>3.04 %</b>			







1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent data collection procedures and the use of reliable analytical tools to derive meaningful insights from the data.

3. The third part of the document focuses on the implementation of data-driven decision-making processes. It provides guidance on how to integrate data analysis into the organization's strategic planning and operational decision-making frameworks.

4. The fourth part of the document addresses the challenges and risks associated with data management and analysis. It discusses the importance of data security, privacy, and the potential for data bias or misinterpretation, and offers strategies to mitigate these risks.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It reiterates the importance of a data-driven approach and provides a clear call to action for the organization to embrace data as a key asset for achieving its long-term goals.

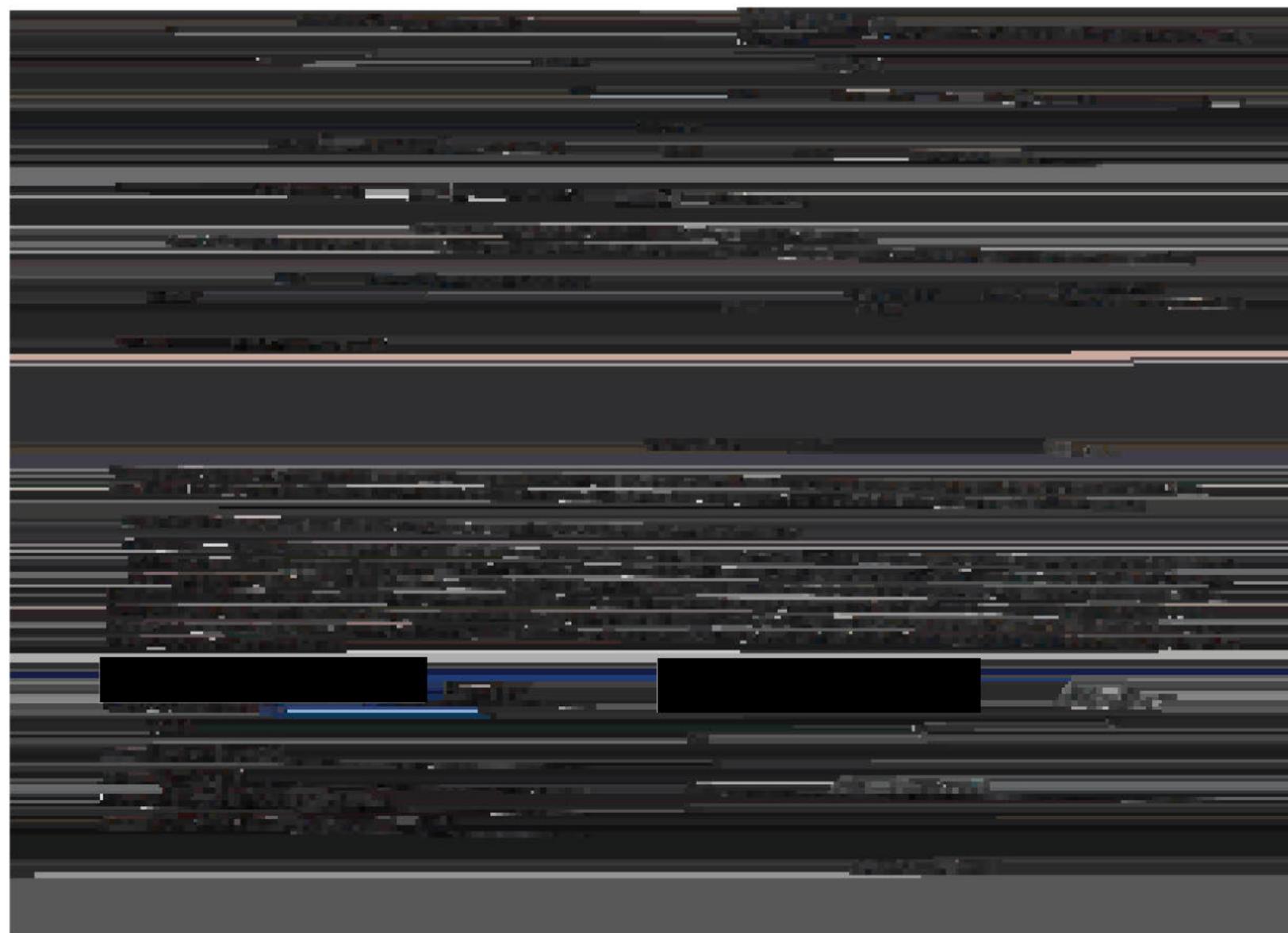
6. The sixth part of the document provides a detailed overview of the data collection process, including the identification of data sources, the design of data collection instruments, and the implementation of data collection protocols.

7. The seventh part of the document discusses the various methods used for data analysis, including descriptive statistics, inferential statistics, and regression analysis. It provides a step-by-step guide to performing these analyses and interpreting the results.

8. The eighth part of the document focuses on the application of data analysis results to organizational decision-making. It provides examples of how data insights can be used to identify trends, forecast future performance, and optimize organizational processes.

9. The ninth part of the document discusses the importance of data security and privacy in the context of data management and analysis. It provides guidelines for implementing robust security measures and ensuring compliance with relevant data protection regulations.

10. The tenth part of the document concludes by providing a final summary and recommendations for the organization. It emphasizes the need for a continuous and iterative approach to data management and analysis to ensure the organization remains competitive and successful in the long run.



THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

LECTURE 1: INTRODUCTION TO PHILOSOPHY

PROFESSOR [REDACTED]

DATE: [REDACTED]

TOPIC: [REDACTED]

OBJECTIVES: [REDACTED]

1. Understand the scope and history of philosophy.

2. Identify the major branches of philosophy.

3. Analyze philosophical arguments.

4. Apply philosophical concepts to real-world situations.

5. Develop critical thinking skills.

6. Engage in philosophical dialogue.

7. Evaluate philosophical theories.

8. Synthesize philosophical ideas.

9. Present philosophical arguments.

10. Reflect on the value of philosophy.

11. Explore the relationship between philosophy and other disciplines.

12. Investigate the role of philosophy in society.

13. Examine the impact of philosophy on culture.

14. Discuss the future of philosophy.

15. Conclude the course.

CONFIDENTIAL

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 05/15/2018 BY 60322 UCBAW/STP

CONFIDENTIAL



**VOSB FORM  
2023**

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

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

**Good Faith Efforts Checklist**

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

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

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

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

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

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

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

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



**VOSB FORM 2023 page 2**

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

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

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

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

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

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

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



# VOSB FORM 2023

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

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

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

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

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

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

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

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

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

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

## BID CREDIT INCENTIVE PROGRAMS

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

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

Use of Bid Credits from the Bid Credit Incentive Programs is applicable only to construction projects advertised by the Tollway for public bidding.

Current Tollway Bid Credit Programs are:

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

## 5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

- Ensure that the Bid Credit Certificate is in active mode, which can be done through checking the Active Bid Credit Certificate Register on the Tollway's website ([www.illinoistollway.com](http://www.illinoistollway.com) and click on "Doing Business") prior to submitting a Bid Credit Bid Credit Certificate in a Tollway bid solicitation;

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

5.4.5 Insert a copy of this Tollway Special Provision for Bid Credit incentive programs in each and every subcontract or joint venture agreement under this contract and it shall become a material term of the subcontracts.

5.5 Bid Credits Submitted by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via Bid Credit Allocation, proportionally to the amounts originally submitted on the bid.

## 6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused Bid Credits do not expire.

6.2 Bid Credits will become Inactive Bid Credits once utilized in a successful bid.

6.3 Should the same Bid Credit Certificate be submitted in multiple bids on the same date:

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

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

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

## **7. FRAUDULENT USE OF BID CREDIT CERTIFICATES**

Any contractor who knowingly submits an Inactive Bid Credits shall be permanently barred from participating in any Tollway Bid Credit program.

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

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



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

**ILLINOIS TOLLWAY CONTRACT NO.:** I-20-4535  
**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.

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 Tollway, 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 TOLLWAY:** 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 vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (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 twenty-one (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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

\_\_\_\_\_ 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: July 2, 2020	Date:



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

**Date:** July 2, 2020 **Project Number:** I-20-4535

**Project Name:** Beam Fabrication, Tri-State Tollway (I-294) over Grand Ave.  
Bridge Numbers 285 and 286, Mile Post 35.30

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors?  Yes  No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all sub-contractors/consultants that will be utilized in the performance of this contract, together with the anticipated dollar value (sub-contractors) or percentage (sub-consultants) each is expected to receive pursuant to this contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section sub-contractors/consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The contractor/consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor/consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor/consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**Contractor/Consultant:** Judlau Contracting, Inc.

**Federal Employment Identification Number (FEIN):** 11-2631940

**E-Mail:** arnav.amin@ohlina.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.**

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor /Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
SEE ATTACHED				
Collins Engineering	[REDACTED]	550 W Jackson Blvd #1200 Chicago IL 60616	Engineering	\$45,000.00
Viking Bros	[REDACTED]	1665 Eastwood Dr Aurora, IL 60506	Trucking	\$29,000.00
S & J Construction	[REDACTED]	4245 166th st Oak Forest, IL 60452	Labor/Transport	\$23,000.00

**Signature:** [REDACTED]

**Date:** July 2, 2020

**Printed Name:** Arnav Amin

DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	69030335
Entity Name	JUDLAU CONTRACTING, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Wednesday, 17 July 2013
State NEW YORK
Duration Date PERPETUAL

Agent Information
Name COGENCY GLOBAL INC.
Address

600 SOUTH SECOND ST, SUITE 404 SPRINGFIELD , IL 62704
Change Date Wednesday, 12 July 2017

<b>Annual Report</b>
Filing Date Friday, 17 July 2020
For Year 2020

<b>Officers</b>
President Name & Address ASHOK PATEL 9675 NW 117TH AVE STE 108 MIAMI FL 33178
Secretary Name & Address CESAR F PEREIRA 26-15 ULMER ST COLLEGE POINT NY 11354

<b>Assumed Name</b>
ACTIVE OHL NORTH AMERICA

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	52398061
Entity Name	S & J CONSTRUCTION CO., INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Tuesday, 26 May 1981
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
Name SIMONE YVONNE KAPOVICH
Address

4245 166TH ST  
OAK FOREST , IL 60452

Change Date  
Thursday, 15 May 2014

## Annual Report

Filing Date  
Thursday, 6 August 2020

For Year  
2020

## Officers

President  
Name & Address  
SIMONE KAPOVICH 6416 BLODGETTCT DOWNERS GROVE IL 60516

Secretary  
Name & Address  
KATHLEEN A KAPOVICH 2141 COTTAGE LANE DARIEN IL 60561

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:51 08/20/20

ACTION: S

VENDOR NUMBER= \*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/20/20 AT 15:52 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

Judlau Contracting, Inc.

FEIN [REDACTED]

Contract No. 1-20-4535

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:53 08/20/20

ACTION: S

VENDOR NUMBER= \*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/20/20 AT 15:53 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

S & J Construction Co., Inc.  
FEIN [REDACTED]  
Contract No. 1-20-4535

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:54 08/20/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/20/20 AT 15:54 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

Collins Engineers, Inc.

FEIN [REDACTED]

Contract No. I-20-4535

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:55 08/20/20

ACTION: S

VENDOR NUMBER= \*\*\* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/20/20 AT 15:55 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

Viking Brothers

FEIN [REDACTED]

Contract No. 1-20-4535



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

---

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: Judlau Contracting, Inc

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

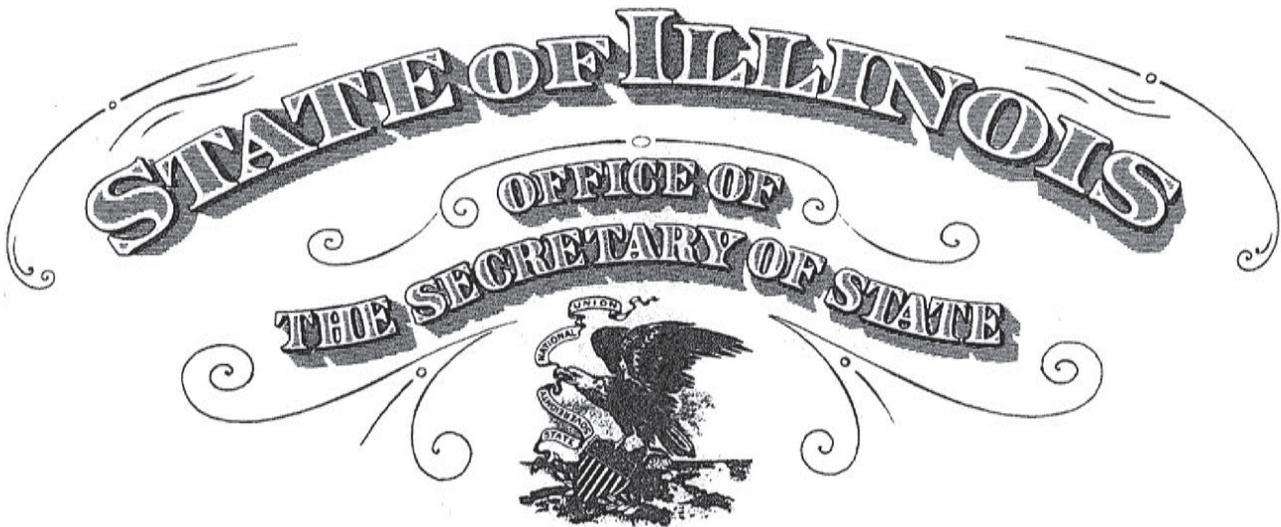
- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/>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

Signature of Authorized Representative: [REDACTED] \_\_\_\_\_

Date: 6/24/2020

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, 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 25TH day of MARCH A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE

Authentication #: 2008501476 verifiable until 03/25/2021

Authenticate at: <http://www.cyberdriveillinois.com>

# Certificate of Registration



Registration No. 26817

**Judlau Contracting, Inc.**

26-15 Ulmer Street

College Point NY 11354

Information for this business last updated on:

Thursday, May 21, 2020

Certificate produced on Thursday, May 21, 2020 at 4:29 PM



**Abby Reich**

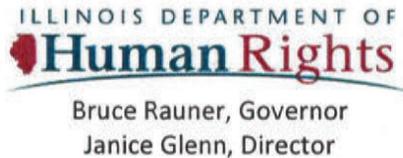
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**From:** Adam Ingber  
**Sent:** Thursday, December 6, 2018 12:35 PM  
**To:** Abby Reich  
**Subject:** FW: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

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.



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, 1<sup>st</sup> Floor, Springfield, IL 62702, (217) 785-5100

2309 West Main Street, Marion, IL 62959 (618) 993-7463

[www.state.il.us/dhr](http://www.state.il.us/dhr)

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

**STATE OF ILLINOIS  
FORMS A**

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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) and do not have an approved, unexpired IPG Registration Number. 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@ohlina.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 Transact Business or Conduct Affairs 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**

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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

39 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

\$ 541,155,109

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. Women (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**

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- 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 contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency 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: 12/05/2023.

- 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 <https://www.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.

**STATE OF ILLINOIS**  
**AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

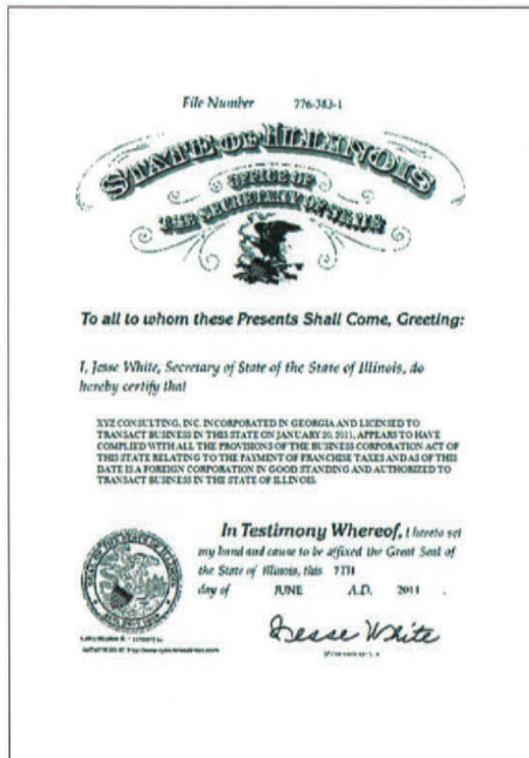
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3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the 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](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS  
THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**



## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 38S/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 S00/1-1S.80, 20-43.

**STATE OF ILLINOIS**  
**STANDARD CERTIFICATIONS**

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- 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**

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- 4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILC5 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 ILC5 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 ILC5 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 ILC5 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 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 ILC5 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 ILC5 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 ILC5 584.

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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- 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](http://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. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
- 4.33. Vendor certifies that, for the duration of this contract it will:
- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
  - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
  - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS  
STATE BOARD OF ELECTIONS**

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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**



**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

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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.](#)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

TO: Eleanor Curcuro  
State Purchasing Officer

DATE: August 20, 2020

FROM: Eric Ocomy , Chief of Contract Services <sup>EO</sup>

SUBJECT: Contract No. I-20-4535

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, Procurement confirms our review of the information disclosed and that the Tollway has no issue with this information and recommends proceeding with the contract.

EO:sg

## 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 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	Beam Fabrication, I-294 Over Grand Ave Bridge Numbers 285 and 286
Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Contract Number	I-20-4535
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) <input checked="" type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share Veterans 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 2

#### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
OHL USA, Inc.	26-15 Ulmer St., College Point, NY 11354	100%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			

**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%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			

## 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

## 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 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **OHL USA, Inc. ; 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. Please 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.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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 Veterans 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 Addition 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
Illinois Tollway	I-18-4446 I-294 Retaining Wall Construction, Grading and Shoulder Rehabilitation	Awarded Project	\$12,387,495.41	Contract I-18-4446
Illinois Tollway	I-19-4464 I-294 at I-57 Interchange	Awarded Project	\$64,352,559.20	Contract I-19-4464
Illinois Tollway	I-19-4705 EOWA I-490 Interchange Construction I-90 Higgins Creek to Mount Prospect Road	Awarded Project	\$83,353,068.93	Contract I-19-4705
Illinois Tollway	I-18-4507 I-294 Shoulder Rehab, Retaining Wall and Noisewall Construction	Awarded Project	\$9,233,181.12	Contract I-18-4507
Illinois Tollway	I-490 South of Grand Ave to Wolf, Ramps S1 and S2	Pending Award	\$151,574,098.56	Contract I-17-4339

Please explain the procurement relationship: Vendor

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

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### STEP 9 SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Judlau Contracting, Inc.

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

Date: 6/24/2020

Printed Name: Cesar Pereira

Title: General Counsel, Vice President, and Secretary

Phone Number: 718-554-2320

Email Address: cesar.pereira@ohlina.com

UNITED STATES  
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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  
SIC:

Union Status: Union

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  
SIC:

Union Status: Union

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.	<b>01001</b>	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.	<b>01001</b>	Other	19260501 B04 II	01/22/2016	01/28/2016	\$2,800	\$2,800	\$0		I - Informal Settlement
Deleted 2.	<b>01002</b>	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

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## Inspection Detail

### Quick Link Reference

1387834.015 | 1177059.015 | 1120912.015

### Case Status: OPEN

**Note:** The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

### Inspection: 1387834.015 - Ohl Usa

#### Inspection Information - Office: Ca Santa Ana District Office

Nr: 1387834.015	Report ID: 0950631	Open Date: 03/18/2019		
Ohl Usa		Union Status: Union		
526 S. State College Blvd. Anaheim, CA 92806				
SIC: NAIC5: 541330/Engineering Services				
Mailing: 1920 Main Street, Suite 310, Irvine, CA 92614				
Inspection Type:	Complaint			
Scope:	Partial	Advanced Notice: N		
Ownership:	Private			
Safety/Health:	Safety	Close Conference: 06/10/2019		
		Close Case:		
Related Activity:	Type	ID	Safety	Health
	Complaint	1436685	Yes	

### Case Status: OPEN

#### Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				2		2
Current Violations				2		2
Initial Penalty	\$0	\$0	\$0	\$935	\$0	\$935
Current Penalty	\$0	\$0	\$0	\$675	\$0	\$675
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

#### Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	341(C)(2)(B)	06/10/2019	06/24/2019	\$225	\$375	\$0	07/17/2019	-

2.	01002	Other	1513(C)	06/10/2019		\$450	\$560	\$0	07/17/2019	-
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Case Status: CLOSED

Inspection: 1177059.015 - Ohl Usa Inc

**Inspection Information - Office: Ca Fresno**

Nr: 1177059.015 Report ID: 09S0625 Open Date: 09/07/2016  
 Ohl Usa Inc  
 300 Owens Lake Union Status: Union  
 Lone Pine, CA 93545  
 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 Union Status: NonUnion  
 Houston, TX 77092  
 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  
☎ 800-321-6742 (OSHA)  
TTY  
www.OSHA.gov

## FEDERAL GOVERNMENT

White House  
Severe Storm and Flood Recovery Assistance  
Disaster Recovery Assistance  
DisasterAssistance.gov  
USA.gov  
No Fear Act Data  
U.S. Office of Special Counsel

## OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions  
A - Z Index  
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Office of Inspector General

## ABOUT THE SITE

Freedom of Information Act  
Privacy & Security Statement  
Disclaimers  
Important Website Notices  
Plug-Ins Used by DOL  
Accessibility Statement

## Additional Disclosures

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 statements:

1. 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.



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## OHL voluntarily provides new information for the ongoing investigation of the *Audiencia Nacional* (“Operación Lezo”)

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- 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 voluntarily 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	Mar Yuste
Email: <a href="mailto:bmoreno@tinkle.es">bmoreno@tinkle.es</a>	Email: <a href="mailto:myuste@tinkle.es">myuste@tinkle.es</a>
Tel.: (+34) 91 702 25 82	Tel.: (+34) 91 702 10 10
Cellular: (+34) 676 39 34 33	Cellular: (+34) 638 04 05 79



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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Tel.: (+34) 91 702 25 82	Tel.: (+34) 91 702 10 10
Cellular: (+34) 676 39 34 33	Cellular: (+34) 638 04 05 79



**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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Cellular: (+34) 638 04 05 79

**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)(i)(I), and will not become insolvent following their payments of the U.S. Settlement Amount and the Investigative Costs Amount to the United States and the MTA OIG respectively hereunder. Further, the parties expressly warrant that, in evaluating whether to execute this Stipulation, such parties (i) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (ii) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, the parties warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonable equivalent exchange of value which is not intended to hinder, delay or defraud any entity to which the Defendants were or became indebted to on or after the date of these transfers, all within the meaning of 11 U.S.C. § 548(a)(1).

14. If, within 91 days of the effective date of this Stipulation or within 91 days of any

payment under this Stipulation, the Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors: (i) seeking to have any order for relief of the Defendants' debts; (ii) seeking to adjudicate any of the Defendants as bankrupt or insolvent; or (iii) seeking appointment of a receiver, trustee, custodian or other similar official for either of the Defendants or for all or any substantial part of their assets, then:

a. Defendants' obligations under this Stipulation shall not be avoided pursuant to 11 U.S.C. § 547, and the Defendants shall not argue or otherwise take the position in any such case, proceeding or other action that: (i) the Defendants' obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) the Defendants were insolvent at the time this Stipulation was entered into, or became insolvent as a result of the payments made to the United States and/or MTA OIG hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to the Defendants.

b. In the event that the Defendants' obligations hereunder are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States and/or MTA OIG, at their sole option, may rescind its agreement to this Stipulation, and bring any civil and/or administrative claim, action or proceeding against the Defendants for the claims that would otherwise be covered by the releases provided in paragraphs 5 and 6, above. The Defendants: (i) shall not contend that any such claims, actions or proceedings brought by the United States are subject to an automatic stay pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the

first clause of this paragraph; (ii) the Defendants shall not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceedings which are brought by the United States or the State within thirty (30) calendar days of written notification to the Defendants that the releases herein have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the date the complaint was filed in this action; (iii) the Defendants shall not contest the validity of a claim filed by the United States against the Defendants in the amount of \$6,500,000 and the United States may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding; and (iv) the Defendants shall not contest the validity of a claim filed by the MTA OIG against the Defendants in the amount of \$1,000,000 million and MTA OIG may pursue its claims in the case, action or proceeding referenced in the first clause of this paragraph, as well as any other case, action, or proceeding.

c. The Defendants' agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation.

15. Except as expressly provided to the contrary in this Stipulation, the United States, MTA OIG and Defendants shall each bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.

16. This Stipulation is governed by the laws of New York State without regard to choice of law or conflict of laws principles. The parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the parties under this Stipulation as it relates to this action, will be the United States District Court for the Southern District of New York. The

parties waive any objection that any of them may now have or hereafter may have to this venue, whether concerning this Stipulation or for any related suit, action or proceeding, and irrevocably consent to the jurisdiction of this Court and agree to accept and acknowledge service in any such suit, action or proceeding.

17. For purposes of construction, this Stipulation shall be deemed to have been drafted by all parties to this Stipulation and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

18. Any failure by the United States or the MTA OIG to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the United States and the MTA OIG, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation.

19. If any part of this Stipulation shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Stipulation, which shall survive and be construed as if such invalid unenforceable part had not been contained herein.

20. This Stipulation constitutes the complete agreement between the parties. This Stipulation may not be amended, changed, modified or waived except in writing signed by all parties or their authorized representatives.

21. The individuals signing the Stipulation on behalf of the Defendants represent and warrant that they are authorized, respectively, by the Defendants to execute this Stipulation. The undersigned signatories for the United States and the MTA OIG represent that they are signing this Stipulation in their official capacities and that they are authorized to execute this Stipulation.

22. This Stipulation may be executed in counterparts, each of which constitutes an

original and all of which constitute one and the same agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

23. This Stipulation is binding on the Defendants' successors, transferees, heirs, and assigns.

24. None of the Defendants waives any right to pursue any potential legal remedies against each other that may exist as a result of the conduct alleged in this complaint.

25. The Complaint is hereby dismissed, without prejudice to reinstatement in accordance with Paragraph 8 of this Stipulation.

26. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

**IF TO THE UNITED STATES:**

Lara K. Eshkenazi  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of New York  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
Facsimile: (212) 637-2730

**IF TO THE MTA OIG:**

Office of the Inspector General  
Metropolitan Transportation Authority  
Two Penn Plaza, 5th Floor  
New York, New York 10121  
Facsimile: (212) 878-0105

**IF TO DEFENDANTS DRAGADOS AND THE JOINT VENTURE:**

Thomas J. Curran  
Peckar & Abramson, P.C.  
41 Madison Avenue, 20th Floor  
New York, NY 10010  
Facsimile: (212) 382-3456

**IF TO DEFENDANTS JUDLAU:**

Mark Rosen

McElroy, Deutsch, Mulvaney & Carpenter, LLP

88 Pine Street, 24th Floor

New York, NY 10005

Facsimile: (212) 483-9129

The Defendants represent that this Stipulation and Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

Dated: New York, New York  
April 3, 2012

BARRY KLUGER  
Inspector General  
Metropolitan Transit Authority

By:

C. CLIFFORD BROCK  
Chief, Construction Fraud Unit  
Office of the Inspector General  
MTA  
Two Penn Plaza, 5th Floor  
New York, NY 10121  
Telephone: (212) 878-0099  
Facsimile: (212) 878-0105  
Email: cbrock@mtaig.org

Dated: New York, New York  
April 4, 2012

PREET BHARARA  
United States Attorney for the

By:

LARA K. ESHKENAZI  
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ELLEN M. LONDON  
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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  
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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, 24<sup>th</sup> 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@mtalg.org

Dated: New York, New York  
April \_\_, 2012

PREET BHARARA  
United States Attorney for the  
Southern District of New York

By: \_\_\_\_\_  
LARA K. BSHKENAZI  
MARA E. TRAGER  
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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: \_\_\_\_\_  
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41 Madison Avenue, 20th Fl.  
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Email: tcurran@pecklaw.com

Dated: New York, NY  
April ~~2~~ 2012

McELROY, DEUTSCH, MULVANEY  
& CARPENTER  
Attorneys for Defendant  
Judlau Contracting, Inc.

By: \_\_\_\_\_  
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McElroy, Deutsch, Mulvaney & Carpenter  
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New York, NY 10010  
Telephone: (212) 483-9490  
Facsimile: (212) 483-9129  
Email: mrosen@mdmc-law.com

SO ORDERED:

UNITED STATES DISTRICT COURT JUDGE

ECB Violations since 5/29/2010

<b>Judlau Contracting, Inc.</b>				
<b>Violations Number</b>	<b>Violation Date</b>	<b>Amount</b>	<b>Status</b>	<b>Violation Issued By</b>
187097222	1/6/2015	\$750	Paid	Environmental Control Board (ECB)
187024705	2/24/2015	\$530	Paid	Environmental Control Board (ECB)
187024714	2/24/2015	\$80	Paid	Environmental Control Board (ECB)
187542769	3/2/2015	\$3,000	Paid	Environmental Control Board (ECB)
187594312	4/27/2015	\$150	Paid	Environmental Control Board (ECB)
187594321	4/27/2015	\$1,200	Paid	Environmental Control Board (ECB)
187594330	4/27/2015	\$750	Paid	Environmental Control Board (ECB)
187594368	4/27/2015	\$750	Paid	Environmental Control Board (ECB)
187594377	4/27/2015	\$450	Paid	Environmental Control Board (ECB)
187668975	5/18/2015	\$450	Paid	Environmental Control Board (ECB)
187668984	5/18/2015	\$250	Paid	Environmental Control Board (ECB)
187389346	6/16/2015	\$1,200	Paid	Environmental Control Board (ECB)
700065823	7/12/2015	\$1,261	Paid	Environmental Control Board (ECB)
187721160	7/13/2015	\$250	Paid	Environmental Control Board (ECB)
700067940	7/15/2015	\$280	Paid	Environmental Control Board (ECB)
187698318	8/3/2015	\$750	Paid	Environmental Control Board (ECB)
187089257	9/1/2015	\$1,200	Paid	Environmental Control Board (ECB)
187388740	9/22/2015	\$1,230	Paid	Environmental Control Board (ECB)
187389272	9/25/2015	\$1,200	Paid	Environmental Control Board (ECB)
00273015Y	9/28/2015	\$1,400	Paid	Environmental Control Board (ECB)
00274103Z	9/29/2015	\$1,315	Paid	Environmental Control Board (ECB)
189213833	10/30/2015	\$12,000	Paid	Environmental Control Board (ECB)
700269855	11/6/2015	\$1,200	Paid	Environmental Control Board (ECB)
189223082	11/7/2015	\$1,200	Paid	Environmental Control Board (ECB)
700269828	11/7/2015	\$1,200	Paid	Environmental Control Board (ECB)
189215236	11/13/2015	\$1,200	Paid	Environmental Control Board (ECB)
700302855	11/24/2015	\$1,200	Paid	Environmental Control Board (ECB)
700302864	11/24/2015	\$1,800	Paid	Environmental Control Board (ECB)
700302873	11/24/2015	\$1,800	Paid	Environmental Control Board (ECB)
188557600	11/30/2015	\$1,200	Paid	Environmental Control Board (ECB)
700321454	12/1/2015	\$750	Won	Environmental Control Board (ECB)
700337276	12/8/2015	\$2,250	Paid	Environmental Control Board (ECB)
189223110	12/13/2015	\$1,800	Paid	Environmental Control Board (ECB)
189224301	12/23/2015	\$1,200	Paid	Environmental Control Board (ECB)
700372467	12/24/2015	\$150	Paid	Environmental Control Board (ECB)
700372476	12/24/2015	\$1,200	Paid	Environmental Control Board (ECB)
189224357	12/31/2015	\$1,800	Paid	Environmental Control Board (ECB)
700386390	1/5/2016	\$150	Paid	Environmental Control Board (ECB)
700387775	1/5/2016	\$1,500	Paid	Environmental Control Board (ECB)

700383238	1/6/2016	\$750	Paid	Environmental Control Board (ECB)
700383247	1/6/2016	\$1,800	Paid	Environmental Control Board (ECB)
700386940	1/7/2016	\$1,000	Paid	Environmental Control Board (ECB)
191058048	1/26/2016	\$1,200	Paid	Environmental Control Board (ECB)
700417383	2/2/2016	\$1,200	Paid	Environmental Control Board (ECB)
011472804h	2/4/2016	\$300	Paid	Environmental Control Board (ECB)
700422241	2/8/2016	\$1,200	Paid	Environmental Control Board (ECB)
700455499	3/8/2016	\$1,800	Won	Environmental Control Board (ECB)
191015258	3/29/2016	\$1,800	Paid	Environmental Control Board (ECB)
19101888	3/30/2016	\$750	Paid	Environmental Control Board (ECB)
191067030	3/30/2016	\$750	Paid	Environmental Control Board (ECB)
700497079	4/5/2016	\$1,200	Paid	Environmental Control Board (ECB)
700497088	4/5/2016	\$750	Paid	Environmental Control Board (ECB)
700497097	4/5/2016	\$1,200	Paid	Environmental Control Board (ECB)
700543150	4/28/2016	\$750	Paid	Environmental Control Board (ECB)
20164860041-01	5/4/2016	\$40	Paid	Environmental Control Board (ECB)
191640965	5/5/2016	\$1,230	Paid	Environmental Control Board (ECB)
191641863	5/9/2016	\$1,830	Paid	Environmental Control Board (ECB)
191018888	5/10/2016	\$750	Paid	Environmental Control Board (ECB)
700561831	5/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700581970	5/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
191646777	5/25/2016	\$250	Paid	Environmental Control Board (ECB)
700586976	5/27/2016	\$750	Paid	Environmental Control Board (ECB)
191642698	5/31/2016	\$1,800	Paid	Environmental Control Board (ECB)
191642707	5/31/2016	\$750	Paid	Environmental Control Board (ECB)
700584271	5/31/2016	\$1,200	Paid	Environmental Control Board (ECB)
191649260	6/1/2016	\$250	Paid	Environmental Control Board (ECB)
191646520	6/4/2016	\$1,200	Paid	Environmental Control Board (ECB)
191648582	6/4/2016	\$1,200	Paid	Environmental Control Board (ECB)
700592760	6/6/2016	\$1,200	Paid	Environmental Control Board (ECB)
191648591	6/15/2016	\$1,200	Paid	Environmental Control Board (ECB)
191251134	6/17/2016	\$1,500	Won	Environmental Control Board (ECB)
191251776	6/17/2016	\$250	Paid	Environmental Control Board (ECB)
700610350	6/20/2016	\$1,200	Paid	Environmental Control Board (ECB)
191646941	6/21/2016	\$250	Paid	Environmental Control Board (ECB)
191646950	6/21/2016	\$250	Paid	Environmental Control Board (ECB)
191649408	6/21/2016	\$250	Paid	Environmental Control Board (ECB)
700610296	6/21/2016	\$1,200	Paid	Environmental Control Board (ECB)
700617565	6/28/2016	\$1,500	Paid	Environmental Control Board (ECB)
700618876	6/28/2016	\$1,200	Paid	Environmental Control Board (ECB)
700620333	6/30/2016	\$1,830	Paid	Environmental Control Board (ECB)
700620342	6/30/2016	\$1,530	Paid	Environmental Control Board (ECB)

191252811	7/3/2016	\$750	Paid	Environmental Control Board (ECB)
700642279	7/8/2016	\$450	Paid	Environmental Control Board (ECB)
700642288	7/9/2016	\$1,200	Paid	Environmental Control Board (ECB)
191251381	7/12/2016	\$750	Paid	Environmental Control Board (ECB)
191251390	7/12/2016	\$150	Paid	Environmental Control Board (ECB)
700647824	7/18/2016	\$750	Paid	Environmental Control Board (ECB)
191256093	7/19/2016	\$250	Paid	Environmental Control Board (ECB)
191254250	7/20/2016	\$1,500	Paid	Environmental Control Board (ECB)
191256010	7/20/2016	\$1,500	Paid	Environmental Control Board (ECB)
191254746	7/25/2016	\$1,200	Paid	Environmental Control Board (ECB)
191254755	7/25/2016	\$800	Won	Environmental Control Board (ECB)
191256533	7/25/2016	\$1,200	Won	Environmental Control Board (ECB)
191256551	7/25/2016	\$1,530	Paid	Environmental Control Board (ECB)
191256084	7/29/2016	\$250	Paid	Environmental Control Board (ECB)
191256378	7/30/2016	\$1,200	Paid	Environmental Control Board (ECB)
191256387	7/30/2016	\$100	Paid	Environmental Control Board (ECB)
189330763	8/19/2016	\$500	Paid	Environmental Control Board (ECB)
191259357	8/21/2016	\$100	Paid	Environmental Control Board (ECB)
191259366	8/22/2016	\$250	Paid	Environmental Control Board (ECB)
700700670	8/23/2016	\$1,000	Paid	Environmental Control Board (ECB)
191650122	8/25/2016	\$1,260	Paid	Environmental Control Board (ECB)
191267039	9/7/2016	\$1,200	Paid	Environmental Control Board (ECB)
191267048	9/7/2016	\$1,200	Paid	Environmental Control Board (ECB)
700718435	9/11/2016	\$1,200	Paid	Environmental Control Board (ECB)
191267120	9/12/2016	\$1,200	Paid	Environmental Control Board (ECB)
191650618	9/22/2016	\$1,230	Paid	Environmental Control Board (ECB)
700729518	9/22/2016	\$250	Paid	Environmental Control Board (ECB)
700758549	10/12/2016	\$250	Paid	Environmental Control Board (ECB)
700754423	10/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700754551	10/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700754560	10/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700754589	10/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700763260	10/17/2016	\$1,500	Paid	Environmental Control Board (ECB)
700763279	10/17/2016	\$1,200	Paid	Environmental Control Board (ECB)
700763288	10/17/2016	\$1,500	Paid	Environmental Control Board (ECB)
191453030	10/29/2016	\$1,230	Paid	Environmental Control Board (ECB)
91453296	11/3/2016	\$3,600	Paid	Environmental Control Board (ECB)
700749486	11/7/2016	\$250	Paid	Environmental Control Board (ECB)
191454111	11/18/2016	\$1,200	Paid	Environmental Control Board (ECB)
700822660	11/23/2016	\$1,200	Paid	Environmental Control Board (ECB)
191441728	11/25/2016	\$750	Paid	Environmental Control Board (ECB)
191441737	11/25/2016	\$1,800	Paid	Environmental Control Board (ECB)

191454194	11/28/2016	\$1,200	Paid	Environmental Control Board (ECB)
191445082	12/1/2016	\$1,800	Paid	Environmental Control Board (ECB)
191445770	12/6/2016	\$1,800	Paid	Environmental Control Board (ECB)
191453296	1/3/2017	\$200	Paid	Environmental Control Board (ECB)
700794968	1/30/2017		Paid	Environmental Control Board (ECB)
700794986	1/30/2017		Paid	Environmental Control Board (ECB)
191445789	2/7/2017	\$750	Paid	Environmental Control Board (ECB)
191455074	2/7/2017		Paid	Environmental Control Board (ECB)
191455193	2/7/2017		Paid	Environmental Control Board (ECB)
700817792	2/13/2017	\$1,500	Paid	Environmental Control Board (ECB)
700817839	2/13/2017	\$1,200	Paid	Environmental Control Board (ECB)
700817857	2/13/2017	\$1,200	Paid	Environmental Control Board (ECB)
700817866	2/13/2017	\$1,200	Paid	Environmental Control Board (ECB)
191449199	2/14/2017	\$750	Paid	Environmental Control Board (ECB)
191454991	2/14/2017	\$1,200	Paid	Environmental Control Board (ECB)
191455029	2/14/2017	\$1,200	Paid	Environmental Control Board (ECB)
191440930	2/28/2017	\$1,200	Paid	Environmental Control Board (ECB)
191440949	2/28/2017	\$750	Paid	Environmental Control Board (ECB)
191444799	2/28/2017	\$1,200	Paid	Environmental Control Board (ECB)
191444808	2/28/2017	\$1,200	Paid	Environmental Control Board (ECB)
700861453	3/6/2017	\$1,200	Paid	Environmental Control Board (ECB)
700866789	3/6/2017	\$1,200	Paid	Environmental Control Board (ECB)
191447493	3/7/2017	\$1,800	Paid	Environmental Control Board (ECB)
191447502	3/7/2017	\$750	Paid	Environmental Control Board (ECB)
191449051	3/7/2017	\$750	Paid	Environmental Control Board (ECB)
191449060	3/7/2017	\$1,800	Paid	Environmental Control Board (ECB)
191454937	3/7/2017	\$1,200	Paid	Environmental Control Board (ECB)
700868960	3/7/2017	\$750	Paid	Environmental Control Board (ECB)
191455770	3/8/2017		Paid	Environmental Control Board (ECB)
700888660	3/27/2017	\$1,800	Won	Environmental Control Board (ECB)
700868080	4/3/2017	\$150	Paid	Environmental Control Board (ECB)
700868090	4/3/2017	\$750	Paid	Environmental Control Board (ECB)
700868154	4/3/2017	\$100	Paid	Environmental Control Board (ECB)
700899183	4/3/2017	\$1,500	Paid	Environmental Control Board (ECB)
191423760	4/4/2017	\$1,200	Paid	Environmental Control Board (ECB)
191540306	4/4/2017	\$1,200	Paid	Environmental Control Board (ECB)
191453240	4/11/2017	\$1,200	Paid	Environmental Control Board (ECB)
191453250	4/11/2017	\$750	Paid	Environmental Control Board (ECB)
700860023	4/13/2017		Won	Environmental Control Board (ECB)
191449666	4/14/2017	\$1,800	Paid	Environmental Control Board (ECB)
191422496	4/18/2017	\$500	Paid	Environmental Control Board (ECB)
191427556	5/23/2017	\$1,200	Paid	Environmental Control Board (ECB)

191427610	6/6/2017	\$1,200	Paid	Environmental Control Board (ECB)
191429527	6/6/2017	\$1,200	Paid	Environmental Control Board (ECB)
191455909	6/13/2017	\$1,800	Paid	Environmental Control Board (ECB)
191455918	6/13/2017	\$800	Paid	Environmental Control Board (ECB)
191427996	6/20/2017	\$1,200	Paid	Environmental Control Board (ECB)
701003656	7/10/2017		Paid	Environmental Control Board (ECB)
191420360	7/11/2017		Won	Environmental Control Board (ECB)
191542827	7/11/2017	\$1,200	Paid	Environmental Control Board (ECB)
196162479	7/25/2017	\$1,200	Paid	Environmental Control Board (ECB)
701117551	8/3/2017	\$1,500	Paid	Environmental Control Board (ECB)
701112070	8/5/2017	\$1,500	Paid	Environmental Control Board (ECB)
701132704	8/5/2017	\$1,200	Paid	Environmental Control Board (ECB)
196164192	8/10/2017	\$750	Paid	Environmental Control Board (ECB)
196164201	8/10/2017	\$250	Paid	Environmental Control Board (ECB)
196165530	8/13/2017	\$750	Paid	Environmental Control Board (ECB)
196165540	8/13/2017	\$250	Paid	Environmental Control Board (ECB)
70111254	8/14/2017	\$1,230	Paid	Environmental Control Board (ECB)
701111254	8/14/2017	\$1,230	Paid	Environmental Control Board (ECB)
701112161	8/14/2017	\$250	Paid	Environmental Control Board (ECB)
701112180	8/14/2017	\$250	Paid	Environmental Control Board (ECB)
191548345	8/15/2017		Paid	Environmental Control Board (ECB)
701117259	8/16/2017	\$250	Paid	Environmental Control Board (ECB)
196167510	8/17/2017	\$750	Paid	Environmental Control Board (ECB)
196167520	8/17/2017	\$250	Paid	Environmental Control Board (ECB)
196167649	8/23/2017	\$750	Paid	Environmental Control Board (ECB)
196167658	8/23/2017	\$1,200	Paid	Environmental Control Board (ECB)
196167667	8/23/2017	\$250	Paid	Environmental Control Board (ECB)
700992344	8/28/2017		Paid	Environmental Control Board (ECB)
700992600	8/28/2017		Paid	Environmental Control Board (ECB)
700995900	8/28/2017		Paid	Environmental Control Board (ECB)
196166731	9/5/2017	\$250	Paid	Environmental Control Board (ECB)
196155814	9/12/2017	\$1,200	Paid	Environmental Control Board (ECB)
196155823	9/12/2017	\$1,200	Paid	Environmental Control Board (ECB)
196155832	9/12/2017	\$250	Paid	Environmental Control Board (ECB)
196157180	9/12/2017	\$500	Paid	Environmental Control Board (ECB)
196158610	9/19/2017	\$1,200	Paid	Environmental Control Board (ECB)
196158629	9/19/2017	\$750	Paid	Environmental Control Board (ECB)
196158638	9/19/2017	\$1,200	Paid	Environmental Control Board (ECB)
196161020	9/19/2017	\$1,800	Paid	Environmental Control Board (ECB)
196161030	9/19/2017	\$1,500	Paid	Environmental Control Board (ECB)
196161049	9/19/2017	\$750	Paid	Environmental Control Board (ECB)
196170004	9/28/2017	\$280	Paid	Environmental Control Board (ECB)

201992946	10/3/2017	\$1,200	Paid	Environmental Control Board (ECB)
701202141	10/19/2017	\$750	Paid	Environmental Control Board (ECB)
701220576	10/28/2017	\$1,500	Paid	Environmental Control Board (ECB)
701240751	11/3/2017	\$750	Paid	Environmental Control Board (ECB)
701264677	11/8/2017	\$750	Paid	Environmental Control Board (ECB)
701267280	11/21/2017	\$1,500	Paid	Environmental Control Board (ECB)
196169216	11/27/2017	\$250	Paid	Environmental Control Board (ECB)
196169225	11/27/2017	\$1,200	Paid	Environmental Control Board (ECB)
196169234	11/27/2017	\$1,800	Paid	Environmental Control Board (ECB)
196169243	11/27/2017	\$1,800	Paid	Environmental Control Board (ECB)
201996090	11/27/2017	\$1,200	Paid	Environmental Control Board (ECB)
201996127	11/27/2017	\$250	Paid	Environmental Control Board (ECB)
701281076	11/29/2017	\$1,500	Paid	Environmental Control Board (ECB)
701281112	11/29/2017	\$750	Paid	Environmental Control Board (ECB)
162042358	12/6/2017	\$1,200	Paid	Environmental Control Board (ECB)
701309649	12/20/2017	\$750	Paid	Environmental Control Board (ECB)
201996659	12/21/2017	\$500	Paid	Environmental Control Board (ECB)
201998711	12/21/2017	\$1,200	Paid	Environmental Control Board (ECB)
201998749	12/22/2017	\$1,200	Paid	Environmental Control Board (ECB)
201998758	12/22/2017	\$1,500	Paid	Environmental Control Board (ECB)
701340063	1/19/2018	\$1,200	Paid	Environmental Control Board (ECB)
701348560	1/29/2018	\$750	Paid	Environmental Control Board (ECB)
701400765	2/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
196570386	2/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
196570395	2/13/2018	\$800	Paid	Environmental Control Board (ECB)
196563190	2/20/2018	\$250	Paid	Environmental Control Board (ECB)
196563209	2/20/2018	\$750	Paid	Environmental Control Board (ECB)
203120143	4/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
701443041	4/24/2018	\$1,200	Won	Environmental Control Board (ECB)
701447075	5/2/2018	\$1,200	Paid	Environmental Control Board (ECB)
203143968	5/10/2018	\$1,200	Paid	Environmental Control Board (ECB)
701460578	5/14/2018	\$1,200	Won	Environmental Control Board (ECB)
701489059	6/7/2018	\$1,200	Paid	Environmental Control Board (ECB)
203124965	6/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
196580396	6/20/2018	\$1,200	Paid	Environmental Control Board (ECB)
203125120	6/20/2018	\$1,200	Paid	Environmental Control Board (ECB)
203125130	6/20/2018	\$1,200	Paid	Environmental Control Board (ECB)
196580423	6/21/2018	\$1,200	Paid	Environmental Control Board (ECB)
196581377	6/21/2018	\$1,200	Paid	Environmental Control Board (ECB)
196581386	6/21/2018	\$750	Paid	Environmental Control Board (ECB)
196582266	6/23/2018	\$1,800	Paid	Environmental Control Board (ECB)
196582275	6/23/2018	\$750	Paid	Environmental Control Board (ECB)

196582284	6/23/2018	\$1,800	Paid	Environmental Control Board (ECB)
203128449	6/23/2018	\$1,800	Paid	Environmental Control Board (ECB)
203128458	6/23/2018	\$750	Paid	Environmental Control Board (ECB)
196582569	7/1/2018	\$750	Paid	Environmental Control Board (ECB)
196582852	7/1/2018	\$750	Paid	Environmental Control Board (ECB)
196582587	7/1/2018	\$1,800	Paid	Environmental Control Board (ECB)
196582605	7/1/2018	\$1,800	Paid	Environmental Control Board (ECB)
196582843	7/1/2018	\$1,800	Paid	Environmental Control Board (ECB)
196582596	7/1/2018	\$750	Paid	Environmental Control Board (ECB)
701540539	7/5/2018	\$1,500	Paid	Environmental Control Board (ECB)
196585786	7/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
196585795	7/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
196585804	7/15/2018	\$750	Paid	Environmental Control Board (ECB)
196586107	7/19/2018	\$1,200	Paid	Environmental Control Board (ECB)
196586116	7/19/2018	\$1,200	Paid	Environmental Control Board (ECB)
196586556	7/19/2018	\$1,200	Paid	Environmental Control Board (ECB)
196585190	7/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
701567570	7/22/2018	\$780	Paid	Environmental Control Board (ECB)
196587270	7/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
196587280	7/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
196587986	8/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
206001016	8/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
206000879	8/4/2018	\$1,200	Paid	Environmental Control Board (ECB)
206000888	8/4/2018	\$750	Paid	Environmental Control Board (ECB)
206000897	8/4/2018	\$1,200	Paid	Environmental Control Board (ECB)
206001117	8/4/2018	\$750	Paid	Environmental Control Board (ECB)
206000374	8/7/2018	\$250	Paid	Environmental Control Board (ECB)
206004801	8/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
206000677	8/10/2018	\$750	Paid	Environmental Control Board (ECB)
206000686	8/10/2018	\$500	Paid	Environmental Control Board (ECB)
206000219	8/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
206002776	8/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
206002785	8/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
206003023	8/16/2018	\$1,200	Paid	Environmental Control Board (ECB)
701606281	8/17/2018	\$1,200	Paid	Environmental Control Board (ECB)
206001373	8/18/2018	\$1,200	Paid	Environmental Control Board (ECB)
206004792	8/18/2018	\$1,200	Paid	Environmental Control Board (ECB)
206004810	8/18/2018	\$750	Paid	Environmental Control Board (ECB)
206004426	8/25/2018	\$1,800	Paid	Environmental Control Board (ECB)
206005746	9/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
206005755	9/1/2018	\$750	Paid	Environmental Control Board (ECB)
206006424	9/1/2018	\$1,200	Paid	Environmental Control Board (ECB)

206006460	9/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
206001685	9/3/2018	\$750	Paid	Environmental Control Board (ECB)
701641124	9/5/2018	\$1,200	Paid	Environmental Control Board (ECB)
701641133	9/5/2018	\$1,200	Paid	Environmental Control Board (ECB)
206005480	9/5/2018	\$750	Paid	Environmental Control Board (ECB)
206008276	9/6/2018	\$1,800	Paid	Environmental Control Board (ECB)
206008285	9/6/2018	\$750	Paid	Environmental Control Board (ECB)
206008294	9/6/2018	\$1,200	Paid	Environmental Control Board (ECB)
206008303	9/6/2018	\$1,200	Paid	Environmental Control Board (ECB)
206008523	9/6/2018	\$1,800	Paid	Environmental Control Board (ECB)
205970299	9/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
206008377	9/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
206008633	9/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
205970830	9/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
205970858	9/15/2018	\$750	Paid	Environmental Control Board (ECB)
205971298	9/18/2018	\$750	Paid	Environmental Control Board (ECB)
205971316	9/18/2018	\$750	Paid	Environmental Control Board (ECB)
205971307	9/18/2018	\$1,200	Paid	Environmental Control Board (ECB)
206001759	9/18/2018	\$750	Paid	Environmental Control Board (ECB)
205971325	9/19/2018	\$1,200	Paid	Environmental Control Board (ECB)
205972324	9/20/2018	\$750	Paid	Environmental Control Board (ECB)
205975267	9/20/2018	\$500	Paid	Environmental Control Board (ECB)
205971343	9/21/2018	\$750	Paid	Environmental Control Board (ECB)
205971527	9/23/2018	\$1,200	Paid	Environmental Control Board (ECB)
205971536	9/23/2018	\$1,200	Paid	Environmental Control Board (ECB)
205975110	9/23/2018	\$1,200	Paid	Environmental Control Board (ECB)
205975120	9/23/2018	\$250	Paid	Environmental Control Board (ECB)
205975139	9/23/2018	\$750	Paid	Environmental Control Board (ECB)
205975148	9/23/2018	\$750	Paid	Environmental Control Board (ECB)
701681916	9/29/2018	\$750	Paid	Environmental Control Board (ECB)
205971691	10/3/2018	\$1,200	paid	Environmental Control Board (ECB)
205971700	10/3/2018	\$1,500	paid	Environmental Control Board (ECB)
205971710	10/3/2018	\$750	paid	Environmental Control Board (ECB)
205971729	10/3/2018	\$3,600	Paid	Environmental Control Board (ECB)
206002125	10/7/2018	\$2,410	paid	Environmental Control Board (ECB)
701692788	10/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
205972609	10/10/2018	\$750	paid	Environmental Control Board (ECB)
205973819	10/10/2018	\$250	Paid	Environmental Control Board (ECB)
701697554	10/10/2018	\$1,200	Paid	Environmental Control Board (ECB)
701697545	10/10/2018	\$1,200	Paid	Environmental Control Board (ECB)
701699213	10/11/2018	\$1,200	Paid	Environmental Control Board (ECB)
701699204	10/11/2018	\$1,200	Paid	Environmental Control Board (ECB)

205972232	10/12/2018	\$250	Paid	Environmental Control Board (ECB)
205973049	10/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
205973058	10/13/2018	\$750	Paid	Environmental Control Board (ECB)
205973067	10/13/2018	\$750	Paid	Environmental Control Board (ECB)
205973076	10/13/2018	\$250	Paid	Environmental Control Board (ECB)
205973709	10/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
205973718	10/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
205973727	10/13/2018	\$750	Paid	Environmental Control Board (ECB)
701699534	10/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
701699252	10/13/2018	\$1,200	Paid	Environmental Control Board (ECB)
701702513	10/14/2018	\$1,200	Paid	Environmental Control Board (ECB)
701702504	10/14/2018	\$1,230	paid	Environmental Control Board (ECB)
205972443	10/15/2018	\$750	Paid	Environmental Control Board (ECB)
205972910	10/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
205975469	10/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
701702440	10/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
701702430	10/15/2018	\$1,200	Paid	Environmental Control Board (ECB)
205976825	10/19/2018	\$1,800	Paid	Environmental Control Board (ECB)
205976870	10/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
205977045	10/22/2018	\$1,200	Paid	Environmental Control Board (ECB)
205977054	10/22/2018	\$750	Paid	Environmental Control Board (ECB)
205976880	10/22/2018	\$750	Paid	Environmental Control Board (ECB)
205976899	10/22/2018	\$750	paid	Environmental Control Board (ECB)
206009540	10/22/2018	\$750	paid	Environmental Control Board (ECB)
206009522	10/22/2018	\$1,200	paid	Environmental Control Board (ECB)
205976908	10/22/2018	\$1,200	paid	Environmental Control Board (ECB)
205973772	10/22/2018	\$250	paid	Environmental Control Board (ECB)
206002107	10/22/2018	\$750	paid	Environmental Control Board (ECB)
205973763	10/22/2018	\$1,200	paid	Environmental Control Board (ECB)
205977063	10/22/2018	\$250	Paid	Environmental Control Board (ECB)
701715448	10/23/2018	\$250	paid	Environmental Control Board (ECB)
205976650	10/27/2018	\$750	Paid	Environmental Control Board (ECB)
205977860	10/31/2018	\$750	Paid	Environmental Control Board (ECB)
20499307	10/31/2018	\$276	Paid	Environmental Control Board (ECB)
205977860	10/31/2018	\$1,528.47	paid	Environmental Control Board (ECB)
205977870	11/1/2018	\$250	Paid	Environmental Control Board (ECB)
205976733	11/1/2018	\$250	Paid	Environmental Control Board (ECB)
205978365	11/6/2018	\$750	Paid	Environmental Control Board (ECB)
205978338	11/6/2018	\$750	Paid	Environmental Control Board (ECB)
205978329	11/6/2018	\$1,200	Paid	Environmental Control Board (ECB)
205973221	11/6/2018	\$750	Paid	Environmental Control Board (ECB)
205973222	11/6/2018	\$750	Paid	Environmental Control Board (ECB)

205973213	11/6/2018	\$1,200	Paid	Environmental Control Board (ECB)
205978163	11/7/2018	\$750	Paid	Environmental Control Board (ECB)
205978154	11/7/2018	\$1,200	Paid	Environmental Control Board (ECB)
205999274	11/12/2018	\$250	Paid	Environmental Control Board (ECB)
205999283	11/12/2018	\$250	Paid	Environmental Control Board (ECB)
205998311	11/18/2018	\$750	Paid	Environmental Control Board (ECB)
205998302	11/18/2018	\$250	Paid	Environmental Control Board (ECB)
205998385	11/19/2018	\$250	Paid	Environmental Control Board (ECB)
205998641	11/23/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736816	11/25/2018	\$250	Paid	Environmental Control Board (ECB)
207736807	11/25/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736798	11/25/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736789	11/25/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736917	12/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736926	12/1/2018	\$750	Paid	Environmental Control Board (ECB)
207736935	12/1/2018	\$250	Paid	Environmental Control Board (ECB)
207736944	12/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
207736953	12/1/2018	\$750	Paid	Environmental Control Board (ECB)
207736962	12/1/2018	\$750	Paid	Environmental Control Board (ECB)
207737027	12/1/2018	\$1,200	Paid	Environmental Control Board (ECB)
207737036	12/1/2018	\$750	Paid	Environmental Control Board (ECB)
207737045	12/1/2018	\$750	Paid	Environmental Control Board (ECB)
205998248	12/5/2018	\$750	Paid	Environmental Control Board (ECB)
205998257	12/5/2018	\$250	Paid	Environmental Control Board (ECB)
205998852	12/5/2018	\$250	Paid	Environmental Control Board (ECB)
205999999	12/5/2018	\$1,800	Paid	Environmental Control Board (ECB)
205998908	12/6/2018	\$1,200	Paid	Environmental Control Board (ECB)
207730849	12/6/2018	\$500	Paid	Environmental Control Board (ECB)
207730858	12/6/2018	\$1,800	Paid	Environmental Control Board (ECB)
207730867	12/6/2018	\$750	Paid	Environmental Control Board (ECB)
207733058	12/7/2018	\$1,200	Paid	Environmental Control Board (ECB)
207733269	12/7/2018	\$1,200	Paid	Environmental Control Board (ECB)
205999449	12/8/2018	\$1,500	Paid	Environmental Control Board (ECB)
206009679	12/8/2018	\$1,200	Paid	Environmental Control Board (ECB)
206009688	12/8/2018	\$750	Paid	Environmental Control Board (ECB)
206009697	12/8/2018	\$750	Paid	Environmental Control Board (ECB)
206009706	12/8/2018	\$500	Paid	Environmental Control Board (ECB)
206009715	12/8/2018	\$250	Paid	Environmental Control Board (ECB)
206009724	12/8/2018	\$250	Paid	Environmental Control Board (ECB)
207733076	12/8/2018	\$750	Paid	Environmental Control Board (ECB)
207732847	12/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
207732856	12/9/2018	\$750	Paid	Environmental Control Board (ECB)

207732865	12/9/2018	\$750	Paid	Environmental Control Board (ECB)
207732874	12/9/2018	\$250	Paid	Environmental Control Board (ECB)
207734762	12/9/2018	\$750	Paid	Environmental Control Board (ECB)
207734771	12/9/2018	\$100	Paid	Environmental Control Board (ECB)
207736504	12/9/2018	\$1,200	Paid	Environmental Control Board (ECB)
207730674	12/10/2018	\$750	Paid	Environmental Control Board (ECB)
207730683	12/10/2018	\$250	Paid	Environmental Control Board (ECB)
207730665	12/10/2018	\$1,800	Paid	Environmental Control Board (ECB)
207733800	12/10/2018	\$1,800	Paid	Environmental Control Board (ECB)
207733819	12/10/2018	\$750	Paid	Environmental Control Board (ECB)
207730692	12/11/2018	\$250	Paid	Environmental Control Board (ECB)
207730701	12/11/2018	\$750	Paid	Environmental Control Board (ECB)
207732993	12/11/2018	\$750	Paid	Environmental Control Board (ECB)
207733195	12/13/2018	\$280	Paid	Environmental Control Board (ECB)
207733864	12/13/2018	\$1,830	Paid	Environmental Control Board (ECB)
207733873	12/13/2018	\$780	Paid	Environmental Control Board (ECB)
207733882	12/13/2018	\$280	Paid	Environmental Control Board (ECB)
207733891	12/13/2018	\$780	Paid	Environmental Control Board (ECB)
207733900	12/13/2018	\$780	Paid	Environmental Control Board (ECB)
207733956	12/13/2018	\$780	Paid	Environmental Control Board (ECB)
207734928	12/14/2018	\$1,200	Paid	Environmental Control Board (ECB)
207730977	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207730986	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207730995	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207731004	12/15/2018	\$1,830	Paid	Environmental Control Board (ECB)
207733186	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207733204	12/15/2018	\$530	Paid	Environmental Control Board (ECB)
207733222	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207734057	12/15/2018	\$780	Paid	Environmental Control Board (ECB)
207734066	12/15/2018	\$280	Paid	Environmental Control Board (ECB)
207734075	12/15/2018	\$1,230	Paid	Environmental Control Board (ECB)
207734093	12/15/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737512	12/17/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737521	12/17/2018	\$280	Paid	Environmental Control Board (ECB)
207733983	12/17/2018	\$1,230	Paid	Environmental Control Board (ECB)
207733992	12/17/2018	\$780	Paid	Environmental Control Board (ECB)
207734084	12/17/2018	\$280	Paid	Environmental Control Board (ECB)
207734102	12/17/2018	\$1,230	Paid	Environmental Control Board (ECB)
207734111	12/17/2018	\$1,230	Paid	Environmental Control Board (ECB)
207734120	12/17/2018	\$780	Paid	Environmental Control Board (ECB)
207734130	12/17/2018	\$780	Paid	Environmental Control Board (ECB)
207734149	12/17/2018	\$780	Paid	Environmental Control Board (ECB)

701798846	12/17/2018	\$750	paid	Environmental Control Board (ECB)
207737559	12/18/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737568	12/18/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737577	12/18/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737595	12/18/2018	\$280	Paid	Environmental Control Board (ECB)
207737604	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
207737622	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
207737631	12/18/2018	\$1,230	Paid	Environmental Control Board (ECB)
207737640	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
207738264	12/18/2018	\$1,830	Paid	Environmental Control Board (ECB)
207738273	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
207738282	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
207738291	12/18/2018	\$280	Paid	Environmental Control Board (ECB)
207737586	12/18/2018	\$780	Paid	Environmental Control Board (ECB)
701805877	12/19/2018	\$750	paid	Environmental Control Board (ECB)
207737669	12/20/2018	\$750	Paid	Environmental Control Board (ECB)
701815410	1/3/2019	\$1,528.47	paid	Environmental Control Board (ECB)
207738109	1/5/2019	\$750	Paid	Environmental Control Board (ECB)
207743544	1/5/2019	\$750	Paid	Environmental Control Board (ECB)
701824806	1/6/2019	\$1,200	paid	Environmental Control Board (ECB)
207738145	1/7/2019	\$250	Paid	Environmental Control Board (ECB)
207738136	1/7/2019	\$750	Paid	Environmental Control Board (ECB)
701826685	1/16/2019	\$750	paid	Environmental Control Board (ECB)
701825026	1/16/2019	\$750	paid	Environmental Control Board (ECB)
701824907	1/16/2019	\$750	paid	Environmental Control Board (ECB)
207748961	1/22/2019	\$750	paid	Environmental Control Board (ECB)
207748943	1/22/2019	\$1,800	paid	Environmental Control Board (ECB)
207748952	1/22/2019	\$750	paid	Environmental Control Board (ECB)
207748970	1/22/2019	\$150	paid	Environmental Control Board (ECB)
701835952	1/29/2019	\$250	paid	Environmental Control Board (ECB)
701842617	2/1/2019	\$250	paid	Environmental Control Board (ECB)
207754526	2/2/2019	\$1,530	paid	Environmental Control Board (ECB)
207750896	2/7/2019	\$750	paid	Environmental Control Board (ECB)
196585721	2/14/2019	\$3,600	paid	Environmental Control Board (ECB)
207749190	2/17/2019	\$2,427.22	paid	Environmental Control Board (ECB)
701860244	2/21/2019	\$2,250	paid	Environmental Control Board (ECB)
207754571	2/23/2019	\$2,250	paid	Environmental Control Board (ECB)
207754562	2/23/2019	\$350	paid	Environmental Control Board (ECB)
207756020	2/26/2019	\$750	paid	Environmental Control Board (ECB)
207756048	2/26/2019	\$1,200	paid	Environmental Control Board (ECB)
207756039	2/26/2019	\$750	paid	Environmental Control Board (ECB)
701883151	3/29/2019	\$1,230	paid	Environmental Control Board (ECB)

207739245	3/29/2019	\$3,600	paid	Environmental Control Board (ECB)
701883142	3/29/2019	\$1,230	Paid	Environmental Control Board (ECB)
701882913	3/31/2019	\$1,230	paid	Environmental Control Board (ECB)
205981124	4/3/2019	\$750	Paid	Environmental Control Board (ECB)
0207724083	4/9/2019	\$250	paid	Environmental Control Board (ECB)
7019249234	5/22/2019	\$1,200	paid	Environmental Control Board (ECB)
701967265	6/5/2019	\$750	paid	Environmental Control Board (ECB)
701968062	6/5/2019	\$750	paid	Environmental Control Board (ECB)
701967274	6/5/2019	\$750	paid	Environmental Control Board (ECB)
701968053	6/5/2019	\$750	paid	Environmental Control Board (ECB)
701977459	6/7/2019	\$3,600	paid	Environmental Control Board (ECB)
701991254	6/19/2019	\$780	paid	Environmental Control Board (ECB)
702007067	6/29/2019	\$780	paid	Environmental Control Board (ECB)
702005417	7/1/2019	\$780	paid	Environmental Control Board (ECB)
702024896	7/13/2019	\$780	paid	Environmental Control Board (ECB)
702024914	7/13/2019	\$780	paid	Environmental Control Board (ECB)
702030973	7/16/2019	\$1,800	paid	Environmental Control Board (ECB)
702030982	7/16/2019	\$1,800	paid	Environmental Control Board (ECB)
209471130	7/23/2019	\$3,600	paid	Environmental Control Board (ECB)
209473853	8/5/2019	\$750	paid	Environmental Control Board (ECB)
702059005	8/9/2019	\$750	paid	Environmental Control Board (ECB)
702087459	8/22/2019	\$750	paid	Environmental Control Board (ECB)
702103674	8/31/2019	\$750	paid	Environmental Control Board (ECB)
702121292	9/12/2019	\$1,500	paid	Environmental Control Board (ECB)
702122970	9/12/2019	\$1,500	paid	Environmental Control Board (ECB)
209343292	9/24/2019	\$1,200	paid	Environmental Control Board (ECB)
209343449	9/25/2019	\$1,200	paid	Environmental Control Board (ECB)
209344713	10/7/2019	\$750	paid	Environmental Control Board (ECB)
00286235Z	10/18/2019	\$2,800	paid	Environmental Control Board (ECB)
000664868Y	10/18/2019	\$350	paid	Environmental Control Board (ECB)
702192435	10/24/2019	\$280	paid	Environmental Control Board (ECB)
702192426	10/24/2019	\$750	won	Environmental Control Board (ECB)
702192444	10/24/2019	\$750	won	Environmental Control Board (ECB)
000664806Z	11/8/2019	\$440	paid	Environmental Control Board (ECB)
702264366	12/4/2019	\$250	paid	Environmental Control Board (ECB)

## 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 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	Beam Fabrication, I-294 Over Grand Ave Bridge Numbers 285 and 286
Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Contract Number	I-20-4535
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.
Subcontractor	NONE
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input checked="" type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Obrascon Huarte Lain Construccion Internacional, S.L.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Obrascon Huarte Lain Construccion Internacional, S.L.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

## 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

## 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 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**  
 (Complete only if bid, offer, or contract has an annual value over \$50,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain Construccion Internacional, S.L.; 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. Please 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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

<a href="#">Click here to enter text.</a>				
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Please explain the procurement relationship: [Click here to enter text.](#)

**STEP 9**  
**SIGN THE DISCLOSURE**  
(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: OHL USA, Inc.

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

Date: 6/24/2020

Printed Name: Cesar F. Pereira

Title: Secretary

Phone Number: (718)554-2320

Email Address: cesar.pereira@ohlna.com

**STATE OF ILLINOIS  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency 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., Inc. 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	Beam Fabrication, I-294 Over Grand Ave Bridge Numbers 285 and 286
Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Contract Number	I-20-4535
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
Disclosing Entity	Obrascon Huarte Lain Construccion Internacional, S.L.
Disclosing Entity's Parent Entity	Obrascon Huarte Lain, S.A.
Subcontractor	NONE
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Foreign Company

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**  
**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**  
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Obrascon Huarte Lain, S.A.	Paseo de la Castellana 259-D, Torre Espacio Madrid, Spain 28046	100%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

## 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

### 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 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain, S.A.;**  
**Obrascon Huarte Lain Construccion Internacional, S.L.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Please see attached

**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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Click here to enter text.				
---------------------------	---------------------------	---------------------------	---------------------------	---------------------------

Please explain the procurement relationship: [Click here to enter text.](#)

**STEP 9**  
**SIGN THE DISCLOSURE**  
 (All vendors must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Obrascon Huarte Lain Construcción Internacional, S.L.



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

Date: 06/22/2020

Printed Name: Enrique Gil Cerezo

Title: Estimating and Tendering Director

Phone Number: +34 913 48 43 99

Email Address: gile@ohl.es

**STATE OF ILLINOIS  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency 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., Inc. 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	Beam Fabrication, I-294 Over Grand Ave Bridge Numbers 285 and 286
Illinois Procurement Bulletin Number	<a href="#">Click here to enter text.</a>
Contract Number	I-20-4535
Vendor Name	Judlau Contracting, Inc.
Doing Business As (DBA)	OHL North America
Disclosing Entity	Obrascon Huarte Lain, S.A.
Disclosing Entity's Parent Entity	N/A
Subcontractor	NONE
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Publicly Traded Foreign Company

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**  
**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**  
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

## 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

### 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 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

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: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**  
 (Complete only if bid, offer, or contract has an annual value over \$50,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: **Obrascon Huarte Lain, S.A.**

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Please see attached

**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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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Please explain the procurement relationship: [Click here to enter text.](#)

**STEP 9**  
**SIGN THE DISCLOSURE**  
(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Obrascon Huarte Lain, S.A.



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

Date: 06/22/2020

Printed Name: Enrique Gil Cerezo

Title: Estimating and Tendering Director

Phone Number: +34 913 48 43 99

Email Address: gile@ohl.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, minor adverse civil judgments and administrative findings against Obrascón Huarte Lain, S.A. (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 Disclosing Entity’s equity and financial position results from the *Consolidated Financial Statements and Consolidated Director’s Report together with Independent Auditor’s Report for Obrascón Huarte Lain, S.A. and Subsidiaries* (the “**Group**”) for the year ended 31 December 2018, audited by Deloitte, S.L. on April 1, 2019 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. Additionally, please see enclosed the *Interim Condensed Consolidated Financial Statements and Interim Director’s Report for the six-month period ended 30 June 2019* audited by Deloitte, S.L. on July 29, 2019.

The Consolidated Financial Statements state the most salient lawsuits arising from the ordinary course of its operations at the end of 2018 and the interim report gives updated information for the first half of 2019. In addition to this litigation, the Disclosing Entity 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 Disclosing Entity and its subsidiaries are available on the Disclosing Entity’s website ([www.ohl.es](http://www.ohl.es)) and are hereby attached for your convenience.

## 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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*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.

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. 50697

Ignacio Alcaraz Eorrieta  
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**

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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
<b>NON-CURRENT ASSETS</b>				
<b>Intangible assets</b>	<b>3.1.</b>			
Intangible assets			449,460	486,162
Accumulated amortisation			(218,012)	(211,648)
			231,448	274,514
<b>Concession Infrastructure</b>	<b>3.2.</b>			
Intangible asset model			12,356	1,109,054
Financial asset model			54,417	5,240,580
			66,773	6,439,634
<b>Property, plant and equipment</b>	<b>3.3.</b>			
Land and buildings			118,516	130,332
Machinery			363,177	437,871
Other fixtures, tools and furniture			87,749	116,587
Advances and property, plant and equipment in the course of construction			13,261	6,237
Other items of property, plant and equipment			61,848	74,135
Accumulated depreciation and impairment losses			(462,294)	(507,651)
			212,059	267,011
<b>Investment property</b>	<b>3.4.</b>		73,264	66,837
<b>Goodwill</b>	<b>3.5.</b>		12,515	12,515
<b>Non-current financial assets</b>	<b>3.6.</b>			
Investment securities			209,113	113,864
Other receivables			450,037	378,300
Deposits and guarantees given			123,798	157,039
Impairment losses			(261,857)	(240,372)
			600,891	402,831
<b>Investments accounted for using the equity method</b>	<b>3.7.</b>		393,127	613,811
<b>Deferred tax assets</b>	<b>3.21.</b>		265,056	622,114
<b>TOTAL NON-CURRENT ASSETS</b>			<b>1,665,253</b>	<b>6,868,067</b>
<b>CURRENT ASSETS</b>				
<b>Non-current assets classified as held for sale and discontinued operations</b>	<b>3.8.</b>		8,023,690	491,863
<b>Inventories</b>				
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	211,867
<b>Trade and other receivables</b>	<b>3.8.</b>			
Trade receivables for sales and services			1,710,407	1,806,382
Receivable from associates			172,163	254,050
Employee receivables			1,855	2,435
Tax receivables	<b>3.21.</b>		89,650	204,366
Sundry accounts receivable			68,230	142,253
Write-downs			(306,830)	(329,266)
			1,738,178	2,080,218
<b>Current financial assets</b>	<b>3.6.</b>			
Investment securities			46,660	396,188
Other receivables			100,762	271,412
Deposits and guarantees given			6,108	12,950
Write-downs			(13,409)	(17,082)
			140,119	683,448
<b>Current income tax assets</b>			17,330	23,089
<b>Other current assets</b>			38,404	42,802
<b>Cash and cash equivalents</b>	<b>3.10.</b>		434,210	817,872
<b>TOTAL CURRENT ASSETS</b>			<b>10,543,232</b>	<b>4,331,279</b>
<b>TOTAL ASSETS</b>			<b>12,208,485</b>	<b>12,920,346</b>

Note: the accompanying Notes 1 to 8 are an integral part of the consolidated balance sheet as at 31 December 2017.

**OBRASCÓN HUARTE LAIN, S.A. AND SUBSIDIARIES**

Consolidated balance sheets as at 31 December 2017 and 2016

EQUITY AND LIABILITIES		Notes	31/12/2017	31/12/2016
<b>EQUITY</b>				
Share capital	3.11.		170,255	170,255
Share premium	3.12.		1,285,300	1,285,300
Treasury shares	3.13.		(48,638)	(48,145)
Reserves	3.14.		(691,193)	(173,845)
Reserves of consolidated companies	3.14.		2,225,320	2,235,387
Valuation adjustments	3.18.		(751,309)	(588,135)
Consolidated loss for the year attributable to the Parent	3.22.		(12,070)	(432,338)
<b>TOTAL EQUITY ATTRIBUTABLE TO THE PARENT</b>			<b>2,168,865</b>	<b>2,438,889</b>
Non-controlling interests	3.16.		2,016,863	1,893,284
<b>TOTAL EQUITY</b>			<b>4,185,728</b>	<b>4,332,173</b>
<b>NON-CURRENT LIABILITIES</b>				
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	83,043
Deferred tax liabilities	3.21.		139,493	1,246,334
Provisions	3.19.		50,122	189,382
Deferred income			20,451	12,198
Other non-current liabilities	3.20.		19,867	168,913
<b>TOTAL NON-CURRENT LIABILITIES</b>			<b>1,124,122</b>	<b>5,453,906</b>
<b>CURRENT LIABILITIES</b>				
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	499,860
Loans of concession operators			52,058	96,282
Unmatured accrued interest payable			1,108	4,618
Unmatured accrued interest payable of concession operators			1	6,872
			659,338	677,232
Other financial liabilities	3.18.		4,767	7,855
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			19,870	26,167
Other current liabilities	3.20.			
Payable to associates			88,998	97,511
Remuneration payable			30,283	25,940
Tax payables	3.21.		88,782	137,108
Other non-trade payables			22,717	101,841
Guarantees and deposits received			2,810	1,488
Other			321	3,748
			233,691	367,633
<b>TOTAL CURRENT LIABILITIES</b>			<b>6,901,138</b>	<b>3,423,647</b>
<b>TOTAL EQUITY AND LIABILITIES</b>			<b>12,286,866</b>	<b>12,920,348</b>

Note: the accompanying Notes 1 to 8 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 5). 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	161,483
<b>Total operating income</b>		<b>3,383,193</b>	<b>3,523,852</b>
Procurements		(2,116,250)	(2,800,073)
Staff costs	3.22.	(639,321)	(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)
<b>LOSS FROM OPERATIONS</b>		<b>(132,737)</b>	<b>(766,017)</b>
Finance income	3.22.	35,531	24,709
Finance costs	3.22.	(86,452)	(93,072)
Net exchange differences		(28,760)	8,416
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
<b>LOSS BEFORE TAX</b>		<b>(224,816)</b>	<b>(869,669)</b>
Income tax	3.21.	7,288	32,055
<b>LOSS FOR THE YEAR FROM CONTINUING OPERATIONS</b>		<b>(217,527)</b>	<b>(867,614)</b>
Profit for the year from discontinued operations, net of tax	3.6.	497,583	622,298
<b>CONSOLIDATED PROFIT (LOSS) FOR THE YEAR</b>		<b>280,056</b>	<b>(235,316)</b>
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)
<b>CONSOLIDATED LOSS FOR THE YEAR ATTRIBUTABLE TO THE PARENT</b>	3.22.	<b>(12,076)</b>	<b>(432,339)</b>
<b>Earnings / (loss) per share:</b>			
Basic	1.6.	(0.04)	(1.47)
Diluted	1.6.	(0.04)	(1.47)
<b>Earnings / (loss) per share from discontinued operations:</b>			
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 (*)
<b>CONSOLIDATED PROFIT (LOSS) FOR THE YEAR</b>	<b>280,058</b>	<b>(235,318)</b>
<b>INCOME AND EXPENSE RECOGNISED DIRECTLY IN EQUITY</b>	<b>(424,873)</b>	<b>(451,511)</b>
Revaluation of financial instruments	(6,326)	(15,929)
Cash flow hedges	10,467	55,558
Translation differences	(426,400)	(485,813)
Companies accounted for using the equity method	(1,550)	9,205
Tax effect	(1,064)	(14,530)
<b>TRANSFERS TO PROFIT OR LOSS</b>	<b>29,885</b>	<b>106,850</b>
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)
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>(114,932)</b>	<b>(579,977)</b>
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 9).  
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							Total equity
	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	
<b>Ending balance at 31 December 2015</b>	<b>179,255</b>	<b>3,282,958</b>	<b>(3,908)</b>	<b>55,632</b>	<b>(446,981)</b>	<b>3,046,956</b>	<b>1,764,718</b>	<b>4,811,674</b>
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	-	78,481	-	(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)
<b>Ending balance at 31 December 2016</b>	<b>179,255</b>	<b>3,327,052</b>	<b>(46,145)</b>	<b>(432,338)</b>	<b>(588,155)</b>	<b>2,439,689</b>	<b>1,603,204</b>	<b>4,042,893</b>
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)	-	-
<b>Ending balance at 31 December 2017</b>	<b>179,255</b>	<b>2,796,433</b>	<b>(48,638)</b>	<b>(12,076)</b>	<b>(751,309)</b>	<b>2,166,665</b>	<b>2,016,563</b>	<b>4,183,228</b>

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.

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 (*)
<b>A) CASH FLOWS FROM OPERATING ACTIVITIES</b>	<b>(158,343)</b>	<b>(384,303)</b>
Loss before tax	(224,815)	(889,689)
Adjustments for:	188,278	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)	(38,938)	(41,735)
Other amounts received (paid) relating to operating activities	122,525	80,106
<b>B) CASH FLOWS FROM INVESTING ACTIVITIES</b>	<b>41,819</b>	<b>83,069</b>
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	(98,273)	(48,945)
Other financial assets	(62,803)	(298,870)
Proceeds from disposal	279,379	179,326
Group companies, associates and business units	248,875	142,680
Property, plant and equipment, intangible assets and investment property	30,704	38,648
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)	318,400
<b>C) CASH FLOWS FROM FINANCING ACTIVITIES</b>	<b>(58,464)</b>	<b>158,803</b>
Proceeds and (payments) relating to equity instruments	(2,212)	(42,655)
Issue	-	-
Acquisition	(63,937)	(155,568)
Disposal	61,725	112,911
Proceeds and (payments) relating to financial liability instruments	31,274	312,743
Issue	408,162	683,518
Repayment	(376,888)	(350,773)
Dividends and returns on other equity instruments paid	-	(13,719)
Other cash flows from financing activities	(87,528)	(97,566)
Interest paid	(88,021)	(93,715)
Other amounts received (paid) relating to financing activities	(1,505)	(3,851)
<b>D) EFFECT OF FOREIGN EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENT</b>	<b>(21,293)</b>	<b>4,894</b>
<b>E) NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS (A+B+C+D)</b>	<b>(198,581)</b>	<b>(137,737)</b>
<b>F) CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<b>630,791</b>	<b>768,528</b>
<b>G) CASH AND CASH EQUIVALENTS AT END OF YEAR (E+F)</b>	<b>434,210</b>	<b>630,791</b>
<b>COMPONENTS OF CASH AND CASH EQUIVALENTS AT END OF YEAR</b>		
Cash on hand and at banks	410,139	609,524
Other financial assets	24,071	21,267
<b>TOTAL CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<b>434,210</b>	<b>630,791</b>

(\*) 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	384,284	144,000
B) Cash flows from investing activities	456,424	1,099,822
C) Cash flows from financing activities	(462,880)	(1,379,223)
<b>D) Net cash flows from discontinued operations (A+B+C)</b>	<b>387,728</b>	<b>(135,401)</b>

*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 these adjustments, the amount to be paid by IFM Investors will be EUR 2,235 million.

- Cercanías Móstoles Navalcamero 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 <sup>(*)</sup>	(58,539)	(976,311)	90.2
EBIT	(132,737)	(708,017)	81.2
Financial and other results	(92,078)	(183,652)	49.9
Loss before tax	(224,815)	(889,668)	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	
	2017	2016
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		(95,580)
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)
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(196,681)</b>	<b>(137,737)</b>	<b>(58,944)</b>
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)
<b>Basic loss per share = diluted loss per share</b>	<b>(0.04)</b>	<b>(1.47)</b>
Profit for the year from discontinued operations	206,070	421,809
<b>Basic earnings per share = diluted earnings per share from discontinued operations</b>	<b>0.72</b>	<b>1.44</b>

## 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, 2014-2018 cycle	Minor amendments to a series of standards	1 January 2019
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	

New standards, amendments and interpretations:		Obligatory application in annual reporting periods beginning on or after
Not yet approved for use in the European Union		
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.	1 January 2021
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.	
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	No. of companies
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 Thal, 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 Navalcamero, 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

##### Arrangements under the financial asset model

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 Postas, 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	
<b>Cost</b>	
Balances at 1 January 2016	468,986
<b>Additions and disposals due to changes in the scope of consolidation</b>	-
Additions	8,188
Disposals	(828)
Transfers and other	(27)
Exchange differences	9,863
Balances at 31 December 2016	486,162
<b>Additions and disposals due to changes in the scope of consolidation</b>	(188)
Additions	14,315
Disposals	(5,286)
Transfers and other	(8,500)
Exchange differences	(37,083)
Balances at 31 December 2017	449,160
<b>Accumulated amortisation</b>	
Balances at 1 January 2016	178,955
<b>Additions and disposals due to changes in the scope of consolidation</b>	-
Additions	30,245
Disposals	(409)
Transfers and other	3
Exchange differences	2,854
Balances at 31 December 2016	211,648
<b>Additions and disposals due to changes in the scope of consolidation</b>	(167)
Additions	27,327
Disposals	(1,947)
Transfers and other	(6,310)
Exchange differences	(12,639)
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:

Cost	Thousands of euros		
	Intangible asset model	Financial asset model	Total
Balances at 1 January 2016	1,328,897	5,357,600	6,686,497
<b>Additions and disposals due to changes in the scope of consolidation</b>	-	-	-
Additions	84,026	575,512	659,538
Disposals	(7,399)	-	(7,399)
Transfers and other	(1,635)	(1,464)	(3,099)
Exchange differences	(5,674)	(691,068)	(696,742)
Balances at 31 December 2016	1,398,015	5,240,580	6,638,595
<b>Additions and disposals due to changes in the scope of consolidation</b>	(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
<b>Accumulated amortisation</b>			
Balances at 1 January 2016	170,932	-	170,932
<b>Additions and disposals due to changes in the scope of consolidation</b>	-	-	-
Additions	29,571	-	29,571
Disposals	-	-	-
Transfers and other	908	-	908
Exchange differences	(2,448)	-	(2,448)
Balances at 31 December 2016	198,961	-	198,961
<b>Additions and disposals due to changes in the scope of consolidation</b>	(71,459)	-	(71,459)
Additions	14,425	-	14,425
Disposals	-	-	-
Transfers and other	(138,673)	-	(138,673)
Exchange differences	(2,493)	-	(2,493)
Balances at 31 December 2017	2,761	-	2,761
<b>Impairment losses</b>			
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	85.00	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
<b>Intangible asset model</b>	
Sociedad Concesionaria Aguas de Navarra, S.A. (1)	11,838
Marina Urola, S.A.	480
Other	38
Total intangible asset model	12,356
<b>Financial asset model</b>	
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	
<b>Intangible asset model</b>	
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 - Puchuncavi, S.A.	463
Terminal Carros 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
<b>Total intangible asset model</b>	<b>1,199,054</b>
<b>Financial asset model</b>	
Autopista Río Magdalena, S.A.S.	51,229
Autopista Urbana Norte, S.A. de C.V.	1,136,667
Concesionaria Mexiquense, S.A. de C.V.	2,697,225
Sociedad Concesionaria Aguas de Navarra, S.A.	52,589
Sociedad Concesionaria Centro de Justicia Santiago, S.A.	38
Sociedad Concesionaria Puente Industrial, S.A.	21,665
Viaducto Bicentenario, S.A. de C.V.	1,081,149
<b>Total financial asset model</b>	<b>5,240,580</b>
<b>Total</b>	<b>6,439,634</b>

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
<b>Chile</b>			
Sociedad Concesionaria Centro de Justicia de Santiago, S.A.	-	35	35
<b>Total Chile</b>	-	35	35
<b>Spain</b>			
Sociedad Concesionaria Aguas de Navarra, S.A. (1)	11,838	54,382	66,220
Marina Urola, S.A.	480	-	480
Other	38	-	38
<b>Total Spain</b>	12,356	54,417	66,738
<b>Total</b>	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		Total
	Intangible asset model	Financial asset model	
<b>Chile</b>			
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
<b>Total Chile</b>	<b>59,935</b>	<b>21,701</b>	<b>81,636</b>
<b>Colombia</b>			
Autopista Río Magdalena, S.A.S. (2)	-	51,229	51,229
<b>Total Colombia</b>	<b>-</b>	<b>51,229</b>	<b>51,229</b>
<b>Spain</b>			
Autovía de Aragón - Tramo 1, S.A.	147,182	-	147,182
Cercanías Móstoles Navalcarnero S.A. (3)	266,017	-	266,017
Eurogasa 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
<b>Total Spain</b>	<b>685,195</b>	<b>52,589</b>	<b>737,784</b>
<b>Mexico</b>			
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
<b>Total Mexico</b>	<b>163,504</b>	<b>5,115,061</b>	<b>5,278,565</b>
<b>Peru</b>			
Autopista del Norte, S.A.C.	290,420	-	290,420
<b>Total Peru</b>	<b>290,420</b>	<b>-</b>	<b>290,420</b>
<b>Total</b>	<b>1,159,054</b>	<b>5,240,580</b>	<b>6,419,634</b>

- (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	Thousands of euros					Total
	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	
<b>Balances at 1 January 2016</b>	462,115	479,202	150,508	44,733	106,467	1,243,025
<b>Additions and disposals due to changes in the scope of consolidation</b>	46,257	-	25	569	88	46,917
<b>Additions</b>	7,335	13,436	14,412	39,074	7,764	82,021
<b>Disposals</b>	(38,636)	(44,642)	(14,454)	(4,380)	(10,970)	(113,082)
<b>Transfers and other</b>	(354,771)	(20,631)	(36,755)	(68,634)	(29,452)	(510,243)
<b>Exchange differences</b>	8,032	10,206	2,851	(5,125)	265	16,229
<b>Balances at 31 December 2016</b>	130,332	437,571	116,587	6,237	74,135	764,862
<b>Additions and disposals due to changes in the scope of consolidation</b>	-	-	-	-	-	-
<b>Additions</b>	1,315	14,768	5,096	17,333	10,417	48,929
<b>Disposals</b>	(4,061)	(43,406)	(6,966)	(4,330)	(5,168)	(63,931)
<b>Transfers and other</b>	(5,113)	(6,668)	(6,926)	(5,632)	(12,785)	(39,344)
<b>Exchange differences</b>	(3,955)	(19,068)	(8,042)	(147)	(4,951)	(36,163)
<b>Balances at 31 December 2017</b>	118,518	383,177	97,749	13,261	61,618	674,353
<b>Accumulated depreciation</b>						
<b>Balances at 1 January 2016</b>	111,914	326,724	110,293	-	58,060	606,991
<b>Additions and disposals due to changes in the scope of consolidation</b>	-	-	-	-	10	10
<b>Additions</b>	7,924	47,698	10,721	-	8,744	75,087
<b>Disposals</b>	(10,107)	(38,398)	(13,295)	-	(5,056)	(66,854)
<b>Transfers and other</b>	(75,768)	(8,739)	(18,568)	-	(15,426)	(118,501)
<b>Exchange differences</b>	1,895	6,419	1,845	-	959	11,118
<b>Balances at 31 December 2016</b>	35,858	333,706	90,996	-	47,201	507,851
<b>Additions and disposals due to changes in the scope of consolidation</b>	-	-	-	-	-	-
<b>Additions</b>	2,785	27,980	7,454	-	8,430	46,649
<b>Disposals</b>	(873)	(40,013)	(6,223)	-	(4,305)	(51,414)
<b>Transfers and other</b>	(1,493)	(7,048)	(5,548)	-	(5,441)	(19,530)
<b>Exchange differences</b>	429	(12,181)	(6,537)	-	(2,973)	(21,262)
<b>Balances at 31 December 2017</b>	36,706	302,444	80,142	-	43,002	462,294
<b>Net balances at 31 December 2016</b>	94,474	103,865	25,591	6,237	26,844	257,011
<b>Net balances at 31 December 2017</b>	81,812	80,733	17,607	13,261	18,616	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	448
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	(588)
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 Mayalium, 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
<b>Total</b>	<b>12,515</b>	<b>12,515</b>

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	48,657	1,443	56,988
Available-for-sale securities	207,970	3	112,421	339,180
<b>Subtotal</b>	<b>209,113</b>	<b>48,660</b>	<b>113,864</b>	<b>396,168</b>
<b>Impairment losses</b>	<b>(148,049)</b>	<b>-</b>	<b>(112,549)</b>	<b>(3,873)</b>
<b>Total</b>	<b>61,064</b>	<b>48,660</b>	<b>1,315</b>	<b>392,295</b>

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 67,560 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
<b>Joint ventures</b>		
Años de Ciudad de Mayakoba, S.A. de C.V.	1,359	-
Consortio Compax OHL Valko, S.A.	2,494	346
Constructora Libramiento Elevado de Puebla, S.A. de C.V.	-	8,467
Controladora Via Rápida Postas, S.A.P.I. de C.V.	-	90,470
Coordinadora Via Rápida Poniente, S.A.P.I. de C.V.	-	754
FHP Villas Lote 2, S.A. de C.V.	1,741	1,236
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 CCG Empalme I, S.A.P.I. de C.V.	2,011	6,513
Rhatigan OHL Limited	1,068	-
Sociedad Concesionaria Vespucio Oriente, S.A.	-	25,760
Other	836	806
<b>Associates</b>		
Administradora Mexiquense del Aeropuerto Internacional de Toluca, S.A. de C.V.	-	43,209
Alse Park, S.L.	4,831	5,638
Aronales Solar PS, S.L.	19,400	16,548
Desarrollos RBK en la Riviera, S.A. de C.V.	2,400	-
E.M.V. Alcatá 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.	-	64,879
Nuevo Hospital de Toledo, S.A.	915	2,040
Operadora Hotelera del Corredor de Mayakoba, S.A. de C.V.	6,705	-
Proyecto Canatejes Group, S.L.	46,221	79,590
57 Whitehall Holdings S.A.R.L.	69,808	57,113
Other	2,177	1,535
<b>Total</b>	<b>303,127</b>	<b>513,611</b>

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	1,068,246
<b>Increases</b>		
Share of loss for the year from continuing operations	140,511	280,545
Share of profit for the year from discontinued operations	(45,452)	(35,255)
	38,517	-
<b>Decreases</b>		
Additions and disposals due to changes in the scope of consolidation	(56,743)	(27,240)
Transfers to non-current assets classified as held for sale	73,303	(1,372,685)
	(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	(16,891)
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	60,161
Profit before tax	63,967

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.

Thousands of euros	
ASSETS	31/12/17
<b>Non-current assets</b>	
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
<b>Total non-current assets</b>	<b>7,038,061</b>
<b>Current assets</b>	
<b>Non-current assets classified as held for sale and discontinued operations</b>	<b>(8,023,590)</b>
Inventories	37,054
Trade and other receivables	201,811
Current financial assets	215,658
Other current assets	25,718
Cash and cash equivalents	507,290
<b>Total current assets</b>	<b>(7,036,061)</b>
<b>Total assets</b>	<b>-</b>
LIABILITIES	31/12/17
<b>Non-current liabilities</b>	
Bank borrowings	1,881,064
Deferred tax liabilities	1,181,569
Long-term provisions	134,063
Other non-current liabilities	173,255
<b>Total non-current liabilities</b>	<b>3,369,951</b>
<b>Current liabilities</b>	
<b>Liabilities associated with non-current assets classified as held for sale and discontinued operations</b>	<b>(4,141,724)</b>
Bank borrowings and other financial liabilities	494,375
Trade and other payables	78,051
Other current liabilities	199,347
<b>Total current liabilities</b>	<b>(3,369,951)</b>
<b>Total liabilities</b>	<b>-</b>

STATEMENT OF PROFIT OR LOSS	Thousands of euros	
	2017	2016
Revenue	439,963	520,260
Other operating income	838,599	594,691
<b>TOTAL INCOME</b>	<b>1,278,562</b>	<b>1,114,951</b>
Procurements	(62,474)	(144,780)
Staff costs	(61,305)	(72,521)
Other operating expenses	(170,537)	(98,469)
Depreciation and amortisation charge	(26,538)	(37,150)
Changes in provisions and allowances	13	(34,075)
<b>PROFIT FROM OPERATIONS</b>	<b>987,720</b>	<b>727,956</b>
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
<b>PROFIT BEFORE TAX</b>	<b>693,863</b>	<b>811,361</b>
Income tax	(196,280)	(169,083)
<b>PROFIT FOR THE YEAR FROM DISCONTINUED OPERATIONS, NET OF TAX</b>	<b>497,583</b>	<b>622,208</b>

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)
<b>CASH FLOWS FROM DISCONTINUED OPERATIONS, NET OF TAX</b>	<b>357,728</b>	<b>(135,401)</b>

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		
<b>Non-current assets classified as held for sale and discontinued operations</b>		<b>(401,063)</b>
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		149,894
Other financial liabilities		1,416
Deferred tax liabilities		8,918
Deferred income		3
Total non-current liabilities		160,221
Current liabilities		
<b>Liabilities associated with non-current assets classified as held for sale and discontinued operations</b>		<b>(220,008)</b>
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
<b>Trade receivables for sales and services</b>		
Amounts to be billed for work or services performed	1,039,355	1,031,550
Progress billings receivable	526,266	631,841
Retentions	140,001	134,705
Trade notes receivable	2,783	8,266
<b>Subtotal</b>	<b>1,710,407</b>	<b>1,806,382</b>
Customer advances	(477,757)	(461,614)
<b>Total net of advances</b>	<b>1,232,650</b>	<b>1,344,768</b>
Write-downs and provisions	(299,625)	(313,085)
<b>Total, net</b>	<b>933,025</b>	<b>1,031,683</b>

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
<b>Spain</b>	<b>391,275</b>	<b>391,293</b>
<b>Public sector</b>	<b>159,705</b>	<b>162,516</b>
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
<b>Private sector</b>	<b>231,570</b>	<b>228,777</b>
<b>Abroad</b>	<b>1,319,132</b>	<b>1,415,089</b>
<b>Total</b>	<b>1,710,407</b>	<b>1,806,382</b>

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	78,394	336,243
91 to 180 days	20,710	9,411	30,121
181 to 360 days	20,561	3,884	24,245
More than 360 days	29,833	110,809	140,442
<b>Total</b>	<b>330,953</b>	<b>200,098</b>	<b>531,051</b>

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)	(85,825)
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
<b>Balance at 31 December</b>	<b>(299,625)</b>	<b>(313,085)</b>

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	1,024,878	4,638	0.5
Customer advances	(489,283)	(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		Net balance	2016		Net balance
Gross balance	Write-downs	Gross balance		Write-downs		
Receivable from associates	172,183	(993)	171,170	254,050	(1,185)	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	88,230	(5,312)	82,918	142,253	(14,968)	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	82,918	85,335
Amounts receivable for compulsory purchases	-	41,930
Total	82,918	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	1,285,300
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	3,508
<b>Purchases</b>	<b>35,103,311</b>	<b>155,588</b>
<b>Sales</b>	<b>(23,398,436)</b>	<b>(113,329)</b>
Balance at 31 December 2016	11,961,801	46,145
<b>Purchases</b>	<b>16,100,595</b>	<b>63,837</b>
<b>Sales</b>	<b>(15,530,457)</b>	<b>(61,444)</b>
Balance at 31 December 2017	12,531,939	48,538

### 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
<b>Restricted reserves of the Parent</b>		
Legal reserve	11,969	11,969
Reserve for retired capital	3,856	3,856
Subtotal	15,825	15,825
<b>Voluntary and consolidation reserves</b>		
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
<b>Total</b>	<b>1,534,133</b>	<b>2,061,752</b>

#### 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 Via Rápida Poetas, S.A. de C.V. (*)	74,714	58,441
Health Montreal Collective C.J.V. L.P.	(159,880)	(12,278)
Huaribe, S.A. de C.V.	(26,387)	(27,524)
Judfau Contracting, Inc.	19,193	18,078
Lelina 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, Desarrollo, S.L.	(84,915)	(59,258)
OHL Andina, S.A.	20,991	18,718
OHL Arabia, LLC	29,953	49,719
OHL Central Europe, a.s.	48,315	(29,719)
OHL Concesiones, S.A. (*)	424,351	670,979
OHL Construction Canada 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)	(44,180)
OHL ZS, a.s.	(18,134)	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.	(70,248)	4,650
Other	(1,551)	(12,412)
<b>Total</b>	<b>2,226,326</b>	<b>2,235,197</b>

(\*) 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	62,792
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. (*)	8,579	4,665
Hotel Hoyo Uno, S. de R.L. de C.V.	-	15,603
Letina México, S.A. de C.V. (*)	2,138	34,700
Magenta Infraestructuras S.L.U. (*)	815,248	-
Mayakoba Thai, S.A. de C.V.	-	4,788
OHL Industrial and Partners LLC	(5,596)	(3,101)
OHL México, S.A.B. de C.V. (*)	(40,442)	672,923
OHL Totuca, 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
<b>Total</b>	<b>2,016,563</b>	<b>1,603,204</b>

(\*) 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)	-
Meiro 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	9,480	3,252
<b>Total</b>	<b>292,132</b>	<b>197,022</b>

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.)
Consortio Aura - OHL, S.A.	7.72%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Construcciones Amozoc Perote, S.A. de C.V.	35.00%	Aura Ingeniería, S.A.
Estación Rebombao Degollado, S.A.P.I. de C.V.	30.82%	Invex Infraestructura, S.A.P.I. de C.V.
Grupo Autopistas Nacionales, S.A.	29.85%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Hidrógeno Cadereyta, S.A.P.I. de C.V.	50.00%	Construcciones Industriales Tapia, S.A. de C.V.
Hidro Parsifa, S.A. de C.V.	30.82%	Invex Infraestructura, S.A.P.I. de C.V.
Latina Mexico, S.A. de C.V.	29.85%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
Magenta Infraestructuras, S.A.	40.70%	KT Kinetics Technology, SPA
Marina Urcola, S.A.	5.40%	Construcciones Industriales Tapia, S.A. de C.V.
OHL Industrial and Partners, LLC	9.98%	José Federico Ramos Elorduy Wolfslindseder
OHL México, S.A.B. de C.V.	5.05%	María de Lourdes Bernarda Ramos Elorduy
OHL Toluca, S.A. de C.V.	5.05%	Grupo HI, S.A. de C.V.
OHL ZS, a.s.	0.13%	Mexichen Fluor, S.A. de C.V.
OHL ZS d.o.o. Banja Luka	0.13%	Mexichen Soluciones Integrales, S.A. de C.V.
OHL ZS MO, S.R.L.	43.15%	Mexican Stock Exchange (through OHL México, S.A.B. de C.V.)
OHL ZS Polska, S.Z.o.o.	41.27%	Woodside Spain, S.L.
OPCEM, S.A.P.I. de C.V.	47.34%	Servicios Náuticos Astilleros Elkano, S.L.
	1.68%	Marinas del Mediterráneo, S.L.
	30.00%	Faisal Hamid Ahmed Ghazal
	28.01%	Woodside Spain, S.L. (through Magenta Infraestructuras, S.L.)
	15.14%	Mexican Stock Exchange
	43.15%	Mexican Stock Exchange (through OHL México, S.A. de C.V.)
	1.06%	Other
	1.06%	Other (through OHL ZS, a.s.)
	1.06%	Other (through OHL ZS, a.s.)
	1.06%	Other (through OHL ZS, a.s.)
	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.)
Secomex 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.
Tomí 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 Ecod, 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	6,185	55	669,509
Corporate bond issues	14,646	-	185,983	-	369,660	307,742	898,031
Other marketable securities	6,895	-	-	-	-	-	6,895
Total debt instruments and other marketable securities	21,341	-	185,983	-	369,660	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						Total
	2018	2019	2020	2021	2022	Subsequent years	
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
<b>Total mortgage and other loans</b>	<b>606,111</b>	<b>3,431</b>	<b>1,485</b>	<b>45</b>	<b>5,155</b>	<b>55</b>	<b>616,282</b>
Loans of concession operators	52,058	-	-	-	-	-	52,058
<b>Total loans</b>	<b>658,169</b>	<b>3,431</b>	<b>1,485</b>	<b>45</b>	<b>5,155</b>	<b>55</b>	<b>668,340</b>
Unmatured accrued interest payable	1,169	-	-	-	-	-	1,169
Unmatured accrued interest payable of concession operators	1	-	-	-	-	-	1
<b>Total unmatured accrued interest payable</b>	<b>1,169</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,169</b>
<b>Total</b>	<b>659,338</b>	<b>3,431</b>	<b>1,485</b>	<b>45</b>	<b>5,155</b>	<b>55</b>	<b>669,509</b>

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 165 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	3,866
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	885,800	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 waiver 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 waiver 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)	6,895	9,448
Bond issues of concession operators (long-term)	-	539,894
Bond issues of concession operators (short-term)	-	6,637
<b>Total</b>	<b>904,726</b>	<b>2,051,381</b>

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	6,895	-	-	-	-	-	6,895
<b>Total</b>	<b>21,541</b>	<b>-</b>	<b>185,983</b>	<b>-</b>	<b>389,660</b>	<b>307,742</b>	<b>904,726</b>

#### 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	101.6%
2014	Obrascón Huarte Lain, S.A.	395,128	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. (**)	-	197,683	2035	Mexican investment units (UDIs)	-
<b>Total</b>		<b>898,031</b>	<b>1,495,302</b>			

(\*) 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						Foreign currency/ euro	Nominal amount in foreign currency
	Nominal amount	Maturity		Fair values included in:				
		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 kroner purchases against euros	2,520	2,520	-	21	-	16	9 9215	25,000,000
Future Mexican peso sales against euros	801,086	801,088	-	36,351	-	26,763	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	-	-	-	-
<b>Total</b>	<b>1,282,976</b>	<b>1,282,976</b>	<b>-</b>	<b>39,789</b>	<b>(269)</b>	<b>29,639</b>		

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							Foreign currency/ euro Range of exchange rates	Nominal amount in foreign currency
	Nominal amount	Maturity		Fair values included in:					
		Within three months	After three months	Other financial assets	Other financial liabilities	Impact on profit or loss			
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	85,410	64,933	477	227	(668)	(329)	1 0446-1 127	69 505	
Future Mexican peso purchases against US dollars	461	461	-	-	(5)	(4)	21 662	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	
<b>Total</b>	<b>115,340</b>	<b>98,868</b>	<b>16,472</b>	<b>1,847</b>	<b>(843)</b>	<b>682</b>			

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)
<b>Total - 2016</b>	<b>1,004</b>	<b>2,698</b>
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)
<b>Total - 2017</b>	<b>39,520</b>	<b>33,964</b>

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.

Settlement currency	Notional amount	Final expiry date of the derivatives				Fair values included in		Impact on equity	Range of annual interest rates
		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	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						Total
	2018	2019	2020	2021	2022	Subsequent years	
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			Total
	Within one year	One to five years	After five years	
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	Final expiry date of the derivatives				Fair values included in		Impact on equity	Range of annual interest rates
		Within one year	One to five years	Five to ten years	After ten years	Other financial assets	Other financial liabilities		
<i>Derivatives considered for accounting purposes to be cash flow hedges</i>									
Euro	285,480	-	80,808	141,860	63,014	-	(45,014)	(33,928)	0.339-8.2%
Mexican peso	396,527	-	47,248	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)	
<i>Derivatives not qualifying for hedge accounting</i>									
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	28,314
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	(4,851)	(3,255)	3,782	2,847
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	3,836	(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	(87,172)	(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	22,318	3,740	1,305	3,166	9,687	40,214
Other provisions	245	-	-	-	-	245
<b>Total</b>	<b>30,624</b>	<b>5,340</b>	<b>1,305</b>	<b>3,166</b>	<b>9,687</b>	<b>50,122</b>

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
<b>Total</b>	<b>298,230</b>	<b>(34,084)</b>	<b>143,012</b>	<b>(155,773)</b>	<b>(8,526)</b>	<b>(17,485)</b>	<b>225,374</b>

"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
<b>Total</b>	<b>15,867</b>	<b>233,691</b>	<b>165,913</b>	<b>367,633</b>

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	8,828	24,831	17,180
Payable for financial instrument purchases	1,500	-	6,677	64,000
Other	9,601	13,881	132,397	20,661
<b>Total</b>	<b>15,853</b>	<b>22,717</b>	<b>165,905</b>	<b>101,841</b>

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)	(889,689)
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)
<b>Tax loss</b>	<b>(270,467)</b>	<b>(1,020,702)</b>

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
<b>Base for calculating period income tax expense</b>	<b>941</b>
Current income tax benefit	(1,066)
Tax credits and tax relief	-
Prior years' adjustments and other adjustments	(6,222)
<b>Income tax benefit relating to continuing operations</b>	<b>(7,268)</b>

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	(52,480)
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 31/12/17
	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	
<b>Tax assets</b>	<b>403,822</b>	<b>(2,896)</b>	<b>6,375</b>	-	<b>(31,870)</b>	<b>(239,462)</b>	<b>136,969</b>
Tax loss carryforwards	400,527	(2,896)	6,375	-	(31,870)	(239,462)	132,674
Tax credits	3,295	-	-	-	-	-	3,295
<b>Temporary differences</b>	<b>218,292</b>	<b>(6,135)</b>	<b>16,377</b>	<b>(2,347)</b>	<b>(8,383)</b>	<b>(88,717)</b>	<b>129,087</b>
<b>Total deferred tax assets</b>	<b>622,114</b>	<b>(11,031)</b>	<b>24,752</b>	<b>(2,347)</b>	<b>(40,253)</b>	<b>(328,179)</b>	<b>265,056</b>

	Thousands of euros 2016						Balance at 31/12/16
	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	
<b>Tax assets</b>	<b>398,224</b>	<b>9,041</b>	<b>56,240</b>	-	<b>(31,906)</b>	<b>(25,777)</b>	<b>403,822</b>
Tax loss carryforwards	393,574	9,041	55,595	-	(31,906)	(25,777)	400,527
Tax credits	2,650	-	645	-	-	-	3,295
<b>Temporary differences</b>	<b>227,838</b>	<b>319</b>	<b>21,962</b>	<b>(14,932)</b>	<b>(9,701)</b>	<b>(7,164)</b>	<b>218,292</b>
<b>Total deferred tax assets</b>	<b>624,062</b>	<b>9,360</b>	<b>78,192</b>	<b>(14,932)</b>	<b>(41,607)</b>	<b>(32,961)</b>	<b>622,114</b>

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	36,743
2024	7,112
2025	16,076
2026	13,865
2027	308,488
2028	452
2029	-
2030	919
2031	901
2032	52
Unlimited	1,021,098
<b>Total</b>	<b>1,580,438</b>

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	180,909	38,268	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	89,762	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	2,860,695	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	2,248	200,716	36,669
Development	-	3,946	-	44,237	-	48,183
Total revenue	418,452	310,742	1,916,118	571,039	2,334,570	831,781

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
<b>Engineering and Construction</b>	<b>386,656</b>	<b>323,821</b>	<b>2,081,229</b>	<b>420,104</b>	<b>2,467,885</b>	<b>743,725</b>
Construction	223,088	229,635	1,968,647	332,001	2,211,735	581,836
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
<b>Total revenue</b>	<b>386,656</b>	<b>327,402</b>	<b>2,081,229</b>	<b>547,082</b>	<b>2,467,885</b>	<b>874,484</b>

Geographical market	Thousands of euros	
	2017	2016
<b>US and Canada</b>	<b>1,116,528</b>	<b>1,304,158</b>
Mexico	266,176	422,059
Chile	149,776	132,388
Peru	113,833	66,852
Colombia	93,786	63,189
Spain	728,193	720,795
Central and Eastern Europe	270,212	283,286
Other countries	476,847	349,644
<b>Total revenue</b>	<b>3,216,351</b>	<b>3,342,369</b>

#### 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
<b>Outside services</b>	<b>378,965</b>	<b>304,251</b>
Taxes other than income tax	18,799	25,531
Other current operating expenses	86,387	315,531
<b>Total</b>	<b>482,151</b>	<b>645,313</b>

#### 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
<b>Total</b>	<b>35,531</b>	<b>24,709</b>

#### 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
<b>Total</b>	<b>86,452</b>	<b>93,072</b>

#### 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
<b>Impact on profit or loss</b>			
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
<b>Total impact on profit or loss</b>	<b>31,630</b>	<b>2,744</b>	<b>34,374</b>

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
<b>Impact on profit or loss</b>		
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	778	-
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	(24,680)	-
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
<b>Total</b>	<b>(1,477)</b>	<b>99,115</b>

### 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:

Currency	Thousands of euros			
	Sales	Other income	Procurements	Other operating expenses
Czech koruna	177,117	417	170,256	20,542
Algerian dinar	21,510	788	6,486	7,288
Kuwaiti dinar	22,230	387	-	7,325
Canadian dollar	8,315	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	40,882	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
<b>Total</b>	<b>2,225,564</b>	<b>98,863</b>	<b>1,640,119</b>	<b>319,429</b>

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	180	72,953
<b>Total</b>	<b>541,958</b>	<b>72,631</b>	<b>1,334,692</b>

Currency	Thousands of euros		
	2016		
	Non-current financial assets	Current financial assets	Trade and other receivables
Czech koruna	9,641	-	36,373
Algerian dinar	-	-	51,480
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	2,886	26,825	107,518
Qatari riyal	137,365	-	483,833
Peruvian sol	96	13,379	44,915
Polish zloty	-	-	4,155
Other currencies	182	818	70,763
<b>Total</b>	<b>5,445,611</b>	<b>272,328</b>	<b>1,591,203</b>

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	8,188
Kuwaiti dinar	-	-	-	73,406	-
Canadian dollar	-	-	-	6,131	870
US dollar	2,512	-	-	404,143	32,833
Chilean peso	55,140	-	1,574	83,503	5,180
Colombian peso	-	-	-	58,407	984
Mexican peso	5,107	-	-	90,079	15,682
Saudi riyal	-	-	-	36,040	1,430
Qatari riyal	-	-	-	51,829	28
Peruvian sol	-	-	-	29,708	2,141
Polish zloty	-	-	-	2,021	43
Other currencies	1	-	-	97,062	24,050
<b>Total</b>	<b>63,543</b>	<b>-</b>	<b>2,830</b>	<b>977,940</b>	<b>102,387</b>

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	489,995	29,839
Chilean peso	59,290	-	4,653	73,411	28,748
Colombian peso	37,920	-	-	65,124	4,034
Mexican peso	798,396	744,294	-	193,604	102,965
Saudi riyal	-	-	-	41,593	1,858
Qatar riyal	18,293	-	-	65,816	390
Peruvian sol	2,205	-	3,659	51,587	1,623
Polish zloty	-	-	4	5,286	128
Other currencies	-	-	-	137,275	5,449
<b>Total</b>	<b>1,040,060</b>	<b>744,294</b>	<b>11,081</b>	<b>1,258,690</b>	<b>192,972</b>

### 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)
Aberis Infraestructuras, S.A.	-	47,187
Autopista Urbana Norte, S.A. de C.V.	84,804	58,487
Cercanías Móstoles Navalcarnero, S.A.	-	(34,240)
Concesionaria Mexiquense, S.A. de C.V.	112,049	96,845
Controladora Via Rápida Poetas, S.A.P.I. de C.V.	24,748	18,253
Health Montreal Collective CJV, L.P.	(2,481)	(149,383)
Metro Ligero Oeste, S.A.	-	49,568
Obrascón Huarte Lain Construcción Internacional, S.Ł.	(14,500)	(12,940)
Obrascón Huarte Lain, Desarrollos, S.Ł.	(20,762)	(11,562)
OHL Arabia, LLC	(8,281)	(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.Ł.	(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)
<b>Total</b>	<b>(12,076)</b>	<b>(432,338)</b>

### 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	46,828	34,757
Result of companies accounted for using the equity method	45,452	148,885
<b>Total</b>	<b>94,883</b>	<b>213,078</b>

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  
2016

	Engineering and Construction				Total Group
	Concessions	Construction	Industrial Services	Total Engineering and Construction	
Revenue	-	2,773,571	243,629	194,410	3,342,369
Inter-segment revenue	-	58,409	4,911	-	63,320
EBITDA	-	(43,738)	(43,268)	2,513	(576,311)
As a percentage of revenue	-	-1.6%	-17.8%	1.3%	-17.2%
Depreciation and amortisation charge	-	(88,102)	(18,585)	(654)	(129,706)
EBIT	-	(141,841)	(61,872)	1,859	(706,017)
As a percentage of revenue	-	-5.1%	-25.4%	1.0%	-21.1%
Concession infrastructure	-	52,664	-	-	52,664
Current assets	-	2,460,651	266,524	75,399	6,439,634
Current liabilities	-	2,659,856	362,147	66,914	4,331,279
Total assets	-	3,395,189	311,388	79,787	3,423,547
Total liabilities	-	3,151,273	342,890	67,248	12,920,346
Cash flows from operating activities (*)	-	(102,655)	(29,802)	(6,943)	(5,792)
Changes in net borrowings <sup>(1)</sup>	(322,422)	248,052	24,451	5,355	299,494
Cash flows from investing activities <sup>(1)</sup>	322,422	(145,397)	5,351	1,588	(32,438)

(\*) 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 2016								
	US and Caribs	Mexico	Chile	Peru	Colombia	Spain	Central and Eastern Europe	Other countries	Total Group
Revenue	1,304,156	422,059	132,388	66,652	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)	(227,984)	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