

Contract Summary

Contractor Name Swanson and Brown, Ltd.			
Legal Address 12602 S. Harlem Avenue			
City, State, Zip Palos Heights, Illinois 60463			
Remittance Address 12602 S. Harlem Avenue			
City, State, Zip Palos Heights, Illinois 60463			
Telephone Number (708) 361-3434	Fax Number (708) 361-1738	IDHR Number (if required)	
TIN Number (FEIN or SSN) 36-3365926		Form of Business (Use Codes found on Instructions)	

Brief Description of Service (full description specified in Article 7) Provide negotiation services for acquisition of property needed for improvements to Lake Street from Harlem Avenue to Euclid Avenue. Section #16-000264-00-PV Contract # _____			
Compensation Method (full details specified in Article 8) Schedule of Rates	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This contract contains Professional and Artistic Services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Contract Term From: 8-23-18
Total Compensation Amount \$103,900.00	Travel Amount \$ 0.00	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: 8-22-19

<u>Certification</u>	<u>Article</u>	<u>Req.</u>	<u>Certification</u>	<u>Article</u>	<u>Req.</u>
Bribery	6-90	<input checked="" type="checkbox"/>	International Anti-Boycott	6-120	<input checked="" type="checkbox"/>
Bid Rigging or Rotating	6-110	<input checked="" type="checkbox"/>	Multiyear Contracts Approp. Contingency.....	3-30	<input checked="" type="checkbox"/>
Conflict of Interest	6-20	<input checked="" type="checkbox"/>	Negotiations	6-30	<input checked="" type="checkbox"/>
Discrimination.....	2-20	<input checked="" type="checkbox"/>	Non-Solicitation	3-40	<input checked="" type="checkbox"/>
Drug Free Workplace.....	6-130	<input checked="" type="checkbox"/>	Records Preservation.....	3-70	<input checked="" type="checkbox"/>
Dues/Fees to Clubs which Discriminate.....	2-30	<input checked="" type="checkbox"/>	Revolving Door.....	6-50	<input checked="" type="checkbox"/>
Education Loan Default	6-100	<input checked="" type="checkbox"/>	Subcontracting.....	3-90	<input checked="" type="checkbox"/>
Felony Conviction.....	6-10	<input checked="" type="checkbox"/>	Tax Exempt.....	2-70	<input checked="" type="checkbox"/>
Human Rights Number	2-50	<input checked="" type="checkbox"/>	Architect, Engineer, LS Qual. Based Selection	5-200	<input type="checkbox"/>
Inducements	6-40	<input checked="" type="checkbox"/>	Response Contractors Indemnification Fund.....	5-160	<input type="checkbox"/>
Insider Information	6-80	<input checked="" type="checkbox"/>	Steel Procurement	5-190	<input type="checkbox"/>

SIGNATURES

By signing below, CONTRACTOR and LOCAL AGENCY agree to comply with and abide by all provisions of Articles 1-8 and all Appendices thereto. CONTRACTOR certifies, under penalty of perjury, that the name, taxpayer identification number, and legal status set forth above, are true and correct. CONTRACTOR, by signing below, certifies to all Assurances, Certifications, and Disclosures as set forth in Articles 1-7, and Articles A, B, and C, which are attached hereto and made a part hereof.

FOR THE CONTRACTOR:

<u>Signature of Authorized Representative</u>	<u>Peggy Paluch</u> Type or Print Name of Authorized Representative	<u>August 23, 2018</u> Date
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FOR THE LOCAL AGENCY:

Village of Oak Park

<u>By: Cara Pavlicek , Village Manager</u>	<u>Date</u>
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SEAL

<u>By: Vicki Scaman, Village Clerk</u>	<u>Date</u>
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HIGHWAYS
LAND ACQUISITION
CONTRACT FOR NEGOTIATION SERVICES

This contract is by and between

Swanson and Brown, Ltd.

Please type or print legibly CONTRACTOR's legal name and address

12602 S. Harlem Ave.

Palos Heights, Illinois 60463

hereinafter called the CONTRACTOR, and the Village of Oak Park, hereinafter called the LOCAL AGENCY.

Article 1	Scope/Compensation/Term
Article 2	General Provisions
Article 3	Obligations/Prohibitions
Article 4	Federally Funded Contracts
Article 5	Specific Provisions
Article 6	Ethical Standards
Article 7	Scope of Services/Responsibilities
Article 8	Compensation for Services

ARTICLE 1
SCOPE / COMPENSATION / TERM

1-10. Scope of Services and Responsibilities. The LOCAL AGENCY requires service(s) which the CONTRACTOR shall perform as specified in Article 7. The LOCAL AGENCY's responsibilities, if any, are as specified in Article 7.

1-20. Compensation. The CONTRACTOR shall be compensated as specified in Article 8.

1-30. Term of Contract. The term of this contract shall be from August 23, 2018 to August 22, 2019.

1-40. Amendments. All changes to this contract must be mutually agreed upon by CONTRACTOR and LOCAL AGENCY and be incorporated by written amendment, signed by the parties to this contract.

1-50. Renewal. This contract may not be renewed.

ARTICLE 2 GENERAL PROVISIONS

2-10. Changes. If any certification made by CONTRACTOR or term or condition in this contract changes, CONTRACTOR must notify the LOCAL AGENCY in writing within seven days.

2-20. Discrimination. CONTRACTOR agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5).

2-30. Dues/Fees to Clubs which Discriminate. CONTRACTOR certifies that CONTRACTOR is not prohibited from selling goods or services to the State of Illinois because Local Agency pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates in violation of the Discriminatory Club Act (775 ILCS 25).

2-40. Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

2-50. Human Rights Number. (Contracts subject to competitive bidding only) CONTRACTOR certifies that at the time CONTRACTOR submitted a bid on this contract, if this contract is subject to competitive bidding as provided for in 44 Illinois Administrative Code 750.210, CONTRACTOR had an Illinois Department of Human Rights prequalification number or had a properly completed application for same on file with the Illinois Department of Human Rights.

2-60. Sexual Harassment Policy. CONTRACTOR certifies that CONTRACTOR has a written sexual harassment policy as required by 775 ILCS 5/2-105(A)(4).

2-70. Tax Exempt. The State of Illinois qualifies for Tax-Free transactions under Chapter 32 of the Internal Revenue Code Certificate of Registry 3781-0001K, United States Treasury Department. The Will County Highway Department Tax Exempt I.D. Number is E9992-5737-05.

ARTICLE 3 OBLIGATIONS / PROHIBITIONS

3-10. Compliance/Governing Law. The terms of this contract shall be construed in accordance with the laws of the State of Illinois. CONTRACTOR'S obligations and services performed under this contract shall be performed in compliance with all applicable state and federal laws.

3-20. Indemnification. The CONTRACTOR shall indemnify and save harmless the LOCAL AGENCY from any claims against, or liabilities incurred by the CONTRACTOR of any type or nature to any person, firm or corporation, to the extent that such claim or liability arises from the CONTRACTOR'S wrongful or negligent performance of the activities provided for in this contract.

3-30. Non-Appropriation. This contract is subject to termination and cancellation in any year in which the LOCAL AGENCY fails to make an appropriation to make payments under the terms of the contract.

3-40. Non-Solicitation. CONTRACTOR certifies that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this certification, the LOCAL AGENCY shall have the right to terminate this contract, or at its discretion, to deduct from CONTRACTOR'S compensation the amount of the commission, percentage, brokerage fee, gift, contingent fee or other compensation.

3-50. Publicity. CONTRACTOR 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 LOCAL AGENCY nor shall the LOCAL AGENCY'S name be used in any such advertisement or solicitation without prior written approval except as required by law.

3-60. Records Inspection. The LOCAL AGENCY or a designated representative shall have access to CONTRACTOR'S work and applicable records whenever it is in preparation or progress, and the CONTRACTOR shall provide for such access and inspection.

3-70. Records Preservation. The CONTRACTOR, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of **three years** after the completion of the contract, adequate books, records and supporting documents to verify the amounts,

recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and/or the LOCAL AGENCY and the federal funding entity (when applicable), and the CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General and/or the LOCAL AGENCY and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this paragraph 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, records and supporting documentation are not available to support their purported disbursement.

3-80. Status of Contractor. Services provided by the CONTRACTOR pursuant to this contract shall be as an independent contractor, and the CONTRACTOR shall not be considered to be an employee of the LOCAL AGENCY.

3-90. Subcontracting/Employment of Department Personnel/Solicitation of Department Employees. Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this contract is prohibited without prior written consent of the LOCAL AGENCY. In the event the LOCAL AGENCY gives such written consent, all terms and conditions of this contract shall apply and bind the party to whom work is subcontracted.

CONTRACTOR will not employ any person or persons currently employed by the LOCAL AGENCY for any work required by the terms of this contract.

ARTICLE 4

FEDERALLY FUNDED CONTRACTS

This Article shall be applicable only to federally funded contracts.

4-10. Certification Regarding Lobbying. CONTRACTOR certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification

of any federal contract, grant, loan, or cooperative agreement.

CONTRACTOR further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees that CONTRACTOR shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

4-20. Civil Rights. CONTRACTOR shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

4-30. Control of Property. CONTRACTOR certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4-40. Cost Principles. The cost principles of this contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31; and all costs included in this contract are allowable under Title 48, Code of Federal Regulations, part 31.

4-50. Debarment. CONTRACTOR certifies that to the best of its knowledge and belief, CONTRACTOR and CONTRACTOR'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 5-40(b); (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective contractor to certify to the certification in this section will not necessarily result in denial of participation in this contract. The prospective contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the LOCAL AGENCY determined whether to enter into this transaction. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the LOCAL AGENCY may terminate the contract for cause. The CONTRACTOR shall provide immediate written notice to the LOCAL AGENCY if at any time the CONTRACTOR learns that its certification was erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this Article shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction when a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized, in writing by the LOCAL AGENCY. The CONTRACTOR agrees that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the LOCAL AGENCY, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless CONTRACTOR knows the certification is erroneous. CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the Nonprocurement List. If a CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the LOCAL AGENCY may terminate the contract for cause or default.

Nothing contained in Section 4-50 shall be construed to require establishment of a system of records in order to render in good faith the certification required by section 4-50. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ARTICLE 5 SPECIFIC PROVISIONS

5-10. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Article 8. All non-labor costs, if allowable, shall be listed and itemized as provided in Article 8.

Any invoices/bills issued by the CONTRACTOR to the LOCAL AGENCY pursuant to this contract shall be sent to the following address:

Village of Oak Park

201 South Blvd.

Oak Park, IL 60302

Attn: Bill McKenna, Village Engineer

All invoices shall be signed by the CONTRACTOR and shall set forth the CONTRACTOR's Taxpayer Identification Number.

5-20. Billing and Payment. All invoices for services performed and expenses incurred by CONTRACTOR prior to January 1st of each year must be presented to the LOCAL AGENCY no later than January 31 of that same year for payment under this contract. Notwithstanding any other provision of this contract, the LOCAL AGENCY shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this contract. The LOCAL AGENCY will send all payments to the CONTRACTOR remittance address listed on the Contract Summary page.

5-30. Termination. If the LOCAL AGENCY is dissatisfied with the CONTRACTOR's performance or believes that there has been a substantial decrease in the CONTRACTOR's performance, the

LOCAL AGENCY may give written notice that remedial action shall be taken by the CONTRACTOR within seven (7) calendar days. If such action is not taken within the time afforded, the LOCAL AGENCY may terminate the contract by giving seven (7) days written notice to the CONTRACTOR. Additionally, the **LOCAL AGENCY AND CONTRACTOR** may terminate the contract by giving **thirty (30)** days written notice. In either instance, the CONTRACTOR shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the contract.

5-40. Location of Service. Service to be performed by the CONTRACTOR shall be performed as described in Article 7.

5-50. Overtime.

[Not applicable to this contract.]

5-60. Prevailing Wage.

[Not applicable to this contract.]

5-70. Insurance.

[Not applicable to this contract.]

5-80. Performance Bond.

[Not applicable to this contract.]

5-90. Ownership of Documents/Title to Work.

All documents, data and records produced by CONTRACTOR in carrying out CONTRACTOR'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the LOCAL AGENCY. The LOCAL AGENCY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to CONTRACTOR. All documents, data and records utilized in performing research shall be available for examination by the LOCAL AGENCY upon request. Upon completion of the services hereunder or at the termination of this contract, all such documents, data and records shall, at the option of the LOCAL AGENCY, be appropriately arranged, indexed and delivered to the LOCAL AGENCY by CONTRACTOR.

5-100. Software.

[Not applicable to this contract.]

5-110. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by CONTRACTOR pursuant to this contract shall not be made available to any individual or organization without prior written approval by the LOCAL AGENCY. All information secured by CONTRACTOR from the LOCAL AGENCY in

connection with the performance of services pursuant to this contract shall be kept confidential unless disclosure of such information is approved in writing by the LOCAL AGENCY.

5-120. Reporting/Consultation. CONTRACTOR shall consult with and keep the LOCAL AGENCY fully informed as to the progress of all matters covered by this contract.

5-130. Attorneys/Court Reporters.

[Not applicable to this contract.]

5-140. Inability to Perform.

[Not applicable to this contract.]

5-150. Travel Expenses. No expenses for travel, lodging or per diem shall be paid by the LOCAL AGENCY pursuant to this contract.

5-160. Response Contractors Indemnification Fund (Hazardous Materials Contracts Only).

[Not applicable to this contract.]

5-170. Liquidated Damages.

[Not applicable to this contract.]

5-180. Free or Reduced Rate Cartage.

[Not applicable to this contract.]

5-190. Steel Procurement.

[Not applicable to this contract.]

5-200. Architect, Engineer, Land Surveyor Qualification Based Selection.

[Not applicable to this contract.]

ARTICLE 6 ETHICAL STANDARDS

The assurances hereinafter made by the CONTRACTOR are each a material representation of fact upon which reliance is placed by the LOCAL AGENCY in entering into this contract. The LOCAL AGENCY may terminate the contract if it is later determined that the CONTRACTOR rendered a false or erroneous assurance, and the surety, if any, providing the performance bond shall be responsible for the completion of the contract.

6-10. Felons. Section 50-10 of the Illinois Procurement Code provides that unless otherwise provided, no person or business convicted of a

felony shall do business with the State of Illinois or any state agency from the date of conviction until five years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-10 of the Code.

6-20. Conflicts of Interest. Section 50-13 of the Illinois Procurement Code provides that: (a) it is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority; (b) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive: (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein; (c) that it is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of two times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor can be found in the Disclosure Forms.

CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-13 of the Code, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the LOCAL AGENCY upon request.

6-30. Negotiations. Section 50-15 of the Illinois Procurement Code provides, in pertinent part that: (a) it is unlawful for any person employed in or on a continual contractual relationship with any of the officers or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-15, and that CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-15.

6-40. Inducements. Section 50-25 of the Illinois Procurement Code provides that any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-25 of the Code, and that the CONTRACTOR has no knowledge of any facts relevant to the kind of acts prohibited by Section 50-25.

6-50. Revolving Door Prohibition. Section 50-30 of the Illinois Procurement Code provides that Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any

firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999. CONTRACTOR certifies that the award and/or execution of this contract would not cause any violation of Section 50-30 of the Code, and that CONTRACTOR has no knowledge of any facts relevant to the kinds of acts prohibited therein.

6-60. Reporting Anticompetitive Practices. Section 50-40 of the Illinois Procurement Code provides that when, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer. CONTRACTOR certifies that CONTRACTOR has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve this contract and any bid submitted thereon.

6-70. Confidentiality. Section 50-45 of the Illinois Procurement Code provides that any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel Code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve this contract and any bid submitted thereon.

6-80. Insider Information. Section 50-50 of the Illinois Procurement Code provides that it is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person. CONTRACTOR certifies that CONTRACTOR has no knowledge of any fact relevant to the practices addressed in Section 50-50 which may involve this contract and any bid submitted thereon.

6-90. Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or

employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the CONTRACTOR that the CONTRACTOR is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony. The CONTRACTOR certifies that CONTRACTOR is not barred from being awarded a contract under Section 50-5.

6-100. Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section. The CONTRACTOR, if an individual as opposed to a corporation, partnership, or other form of business organization, certifies that CONTRACTOR is not in default on an educational loan as provided in Section 3 of the Act.

6-110. Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The CONTRACTOR certifies that the CONTRACTOR is not barred from contracting with the LOCAL AGENCY by reason of a violation of either Section 33E-3 or Section 33E-4.

6-120. International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract,

by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Local Agency of Commerce promulgated under that Act. The CONTRACTOR makes the certification set forth in Section 5 of the Act.

6-130. Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the CONTRACTOR is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The CONTRACTOR certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the LOCAL AGENCY within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through

implementation of the actions and efforts stated in this certification.

6-140. Early Retirement Pursuant to 30 ILCS 105/15a, the CONTRACTOR certifies that he/she has informed the Secretary of Transportation in writing if he/she was formerly employed by the LOCAL AGENCY and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The CONTRACTOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

ARTICLE 7

SCOPE OF SERVICE/RESPONSIBILITIES

The services of this contract include certain negotiation activities for the acquisition of right of way for the state highway system. The services called for in this contract will be conducted by the following named individual or individuals whose qualifications have previously been approved by the LOCAL AGENCY.

Thomas A. Brown

Pam Dorneden

Peggy Paluch

All negotiation services provided under this contract shall be conducted in accordance with Chapters 3 and 4 of the Local Agency's Land Acquisition Policies and Procedures Manual.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, **CONTRACTOR shall notify LOCAL AGENCY'S relocation representative no less than seven (7) days prior to the intended date of initiation of negotiations** for the parcel in order to coordinate the offering of relocation assistance and payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

CONTRACTOR shall make every reasonable effort to negotiate settlements for the acquisition of each parcel based on the approved appraisal amount or an amount approved by the district engineer for LOCAL AGENCY. Upon closing each acquisition, the CONTRACTOR shall obtain and furnish LOCAL AGENCY with curative documents necessary to satisfy any and all title objections or

unrecorded interests in said parcel, sufficient for approval of title by LOCAL AGENCY and the State's Attorney General as required for LOCAL AGENCY'S request of warrants in payment for each acquired parcel.

Pursuant to Section 3.05-9 of the Negotiation Chapter of the Land Acquisition Policies and Procedures Manual, no offer in excess of the approved appraisal amount shall be made by CONTRACTOR without prior written approval of the LOCAL AGENCY'S district engineer.

In the event CONTRACTOR, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, CONTRACTOR shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of the Negotiator's Report completed to date with the names and addresses of all interested parties. CONTRACTOR'S written report shall also include his/her recommendation for further action towards acquiring the parcel. The district engineer for LOCAL AGENCY may elect to prepare and forward (or may direct the CONTRACTOR to prepare and forward) a 60 Day Letter, followed by a Final Offer Letter to the owner of the parcel, and district engineer may thereafter request assignment of a Will County State's Attorney to proceed with preparation of a condemnation complaint. In any case, the district engineer reserves the right to require CONTRACTOR to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

Any dispute concerning a question of fact arising under this contract shall be decided by the district engineer accepting this contract and such decision shall be final and conclusive.

In the event this contract is accepted, it shall be effective as of the date it is approved by the district engineer and shall be binding on CONTRACTOR, or on the CONTRACTOR'S executors, administrators, successors or assigns, as may be applicable.

The CONTRACTOR in agreeing with the provisions of this contract and in making the certifications required is doing so on behalf of the contracting entity and its officers and each individual authorized to do work for the Illinois Department of Transportation under this contract.

The LOCAL AGENCY will furnish the CONTRACTOR with the appropriate copies of Chapters 3 and 4 of the LOCAL AGENCY'S Land Acquisition Policies and Procedures Manual and

\$2,500.00 per parcel. Total amount of this contract cannot exceed \$103,900.00.

“Each Parcel” shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, dedications and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

The above per parcel fee shall include all transportation, food, lodging, telephone or any other operating expenses incurred by CONTRACTOR in the performance of said services as herein set forth, excepting for those services set forth below.

Such services will be provided as follows:

(a) Rate for each half day
or fraction thereof for
time spent in pretrial
conferences \$ 300.00

(b) Rate for each half day
or fraction thereof for time
spent in court \$ 300.00

Route	Lake Street
Location	Harlem Avenue to Euclid Avenue
County	Will
Contract No.	
Section No.	

The Negotiation Services contracted for herein shall be for thirty-nine (39) parcels at the rate of

TO BE RETURNED WITH BID / OFFER

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name Swanson and Brown, Ltd.		
Legal Address 12602 S. Harlem Ave.		
City, State, Zip Palos Heights, IL 60463		
Telephone Number (708) 361-3434		Fax Number (if available) (708) 361-1738

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure in satisfaction of the requirements set forth in Form A.**

DISCLOSURE OF FINANCIAL INFORMATION

- 1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$84,079.09 (60% of the Governor's salary as of 7/1/99). (Attach a separate Disclosure Form A for each individual meeting these requirements)

FOR EACH INDIVIDUAL (type or print information)

NAME : Thomas A. Brown
ADDRESS: 12602 S. Harlem Ave.
Palos Heights, Illinois 60463

Type of ownership/distributable income share:

stock: ☒ sole proprietorship: ☐ partnership: ☐ other: ☐ (explain on separate sheet):

% or \$ value of ownership/distributable income share: 40%

- 2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.
Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes ☒ No ☐

Village President, Village of East Hazel Crest, 1989 to Present

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.
Yes ☐ No ☒

TO BE RETURNED WITH BID / OFFER

- (e) Appointive office; the holding of 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 the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ☐ No ☒

- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ☐ No ☒

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (I) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

ONE OF THE FOLLOWING TWO STATEMENTS MUST BE SIGNED

SUBMITTED BY INDIVIDUAL OR BY AUTHORIZED REPRESENTATIVE

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Peggy Paluch

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)

Signature of Individual or Authorized Representative

August 23, 2018

Date

NOT APPLICABLE STATEMENT SUBMITTED BY AUTHORIZED REPRESENTATIVE

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

TO BE RETURNED WITH BID / OFFER

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name Swanson and Brown, Ltd.		
Legal Address 12602 S. Harlem Ave.		
City, State, Zip Palos Heights, IL 60463		
Telephone Number (708) 361-3434		Fax Number (if available) (708) 361-1738

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure in satisfaction of the requirements set forth in Form A.**

DISCLOSURE OF FINANCIAL INFORMATION

- 1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$84,079.09 (60% of the Governor's salary as of 7/1/99). (Attach a separate Disclosure Form A for each individual meeting these requirements)

FOR EACH INDIVIDUAL (type or print information)

NAME : Peggy Paluch

ADDRESS: 12602 S. Harlem Ave.
Palos Heights, Illinois 60463

Type of ownership/distributable income share:

stock: ☒ sole proprietorship: ☐ partnership: ☐ other: ☐ (explain on separate sheet):

% or \$ value of ownership/distributable income share: 30%

- 2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

TO BE RETURNED WITH BID / OFFER

- (e) Appointive office; the holding of 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 the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ☐ No ☒

- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ☐ No ☒

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (I) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

ONE OF THE FOLLOWING TWO STATEMENTS MUST BE SIGNED

SUBMITTED BY INDIVIDUAL OR BY AUTHORIZED REPRESENTATIVE

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Peggy Paluch

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)

Signature of Individual or Authorized Representative

August 23, 2018

Date

NOT APPLICABLE STATEMENT SUBMITTED BY AUTHORIZED REPRESENTATIVE

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

TO BE RETURNED WITH BID / OFFER

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name Swanson and Brown, Ltd.		
Legal Address 12602 S. Harlem Ave.		
City, State, Zip Palos Heights, IL 60463		
Telephone Number (708) 361-3434		Fax Number (if available) (708) 361-1738

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DISCLOSURE OF FINANCIAL INFORMATION

- 1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$84,079.09 (60% of the Governor's salary as of 7/1/99). (Attach a separate Disclosure Form A for each individual meeting these requirements)

FOR EACH INDIVIDUAL (type or print information)

NAME : Pam Dorneden
ADDRESS: 12602 S. Harlem Ave.
Palos Heights, Illinois 60463

Type of ownership/distributable income share:

stock: ☒ sole proprietorship: ☐ partnership: ☐ other: ☐ (explain on separate sheet):

% or \$ value of ownership/distributable income share: 30%

- 2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.
Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.
Yes ☐ No ☒

TO BE RETURNED WITH BID / OFFER

- (e) Appointive office; the holding of 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 the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ☐ No ☒

- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ☐ No ☒

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐ No ☒

- (I) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐ No ☒

ONE OF THE FOLLOWING TWO STATEMENTS MUST BE SIGNED

SUBMITTED BY INDIVIDUAL OR BY AUTHORIZED REPRESENTATIVE

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Peggy Paluch

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)

Signature of Individual or Authorized Representative

August 23, 2018

Date

NOT APPLICABLE STATEMENT SUBMITTED BY AUTHORIZED REPRESENTATIVE

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

Contractor Name Swanson and Brown, Ltd.		
Legal Address 12602 S. Harlem Ave.		
City, State, Zip Palos Heights, Illinois 60463		
Telephone Number (708) 361-3434		Fax Number (if available) (708) 361-1738

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. **Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other unit of State of Illinois government by checking:

Yes ☒ No ☐

2. **If “Yes” is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary):

Illinois Department of Transportation Land Acquisition (Negotiation) services with IDOT – District One.
Will County Department of Highways for Negotiation Services.
Illinois State Toll Highway Authority for Negotiation Services.

THE FOLLOWING STATEMENT MUST BE SIGNED

<hr/> Peggy Paluch <hr/> Name of Authorized Representative (type or print)	
<hr/> President <hr/> Title of Authorized Representative (type or print)	
<hr/> Signature of Authorized Representative	<hr/> August 23, 2018 <hr/> Date