SubStance

winter 2015

Message from the President

Jim Rohlfing,
IMSCA President

It is a good time of year to be thankful.

Tower cranes are popping up around Chicago's skyline after a prolonged absence of several years. Some of our members are beginning to see the effects of the recession receding, even while some still struggle. We should be grateful that our efforts to strengthen legal protections for subcontractors had some success and we were able to hold back some of the attacks against laws that protect our industry.

> [*It is a good time of year to be thankful.*]

I want to thank the many members of IMSCA who have volunteered their time and effort this last year to help make our organization a success. Your service on committees of IMSCA and participation in meetings are important to maintaining IMSCA as a relevant voice for subcontractors in Illinois. Attending IMSCA events, spreading the word about our organization and contacting legislators to express your opinions are all appreciated by and important to IMSCA. Thank you for volunteering your time and resources.

Let's also thank Louie Giordano and Jessica Newbold for leading IMSCA to recognition as a successful representative of the Illinois construction industry. Louie has done a great job of building coalitions with other groups when IMSCA alone would not have been as effective on its own. Louie and Jessica have repeatedly come up with solutions to problems that have been resolved to IMSCA's advantage. I've worked closely with Louie for over fifteen years, including many years as an officer and three years as president of IMSCA and I've witnessed how his personable style and knowledge of Illinois government have benefited IMSCA.

It has been a pleasure serving as your IMSCA president.

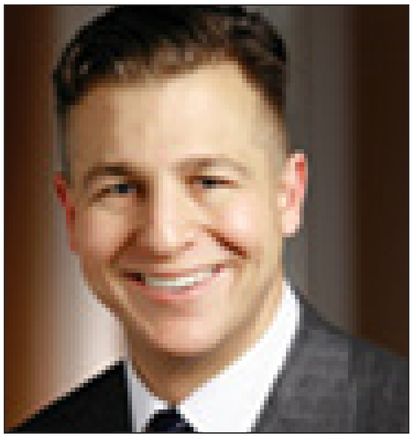
Thank you all for your efforts. Happy Holidays.

CONTENTS

Legislative Representation for over 2,000 Construction Employers

IMSCA
Illinois Mechanical & Specialty Contractors Association

Featured Story



Josh has represented owners and contractors in both public and private construction transactions and litigation, and represented numerous owners in negotiating contracts with contractors and design professionals. He focuses on preparing documentation integrated with electronic media to enhance collaboration among a project's respective participants. Josh is also a member of the American Resort Development Association, where he serves as chairman and participant on several committees that write new laws and regulations, and is quality control manager on projects his son builds.

3 Worst AIA Contract Problems and How to Deal With Them

by Joshua Glazov

Many lament problems with the AIA's construction contracts. These are the worst three in my book, along with a suggestion for dealing with each, as well as many of the others.

Problems

1. **Navigation.** Good contracts put the really important things—price and payment, completion deadlines, work description—in places where they're easy to find, usually at the front. It's like storing frequently used tools in the same, easy to reach, place all the time.

   AIA contracts usually defy this wisdom. They bury important terms deep into the paper, camouflaged in obscure places, behind or interspersed with language addressing secondary and tertiary issues, or contingencies whose odds of occurring are more remote than adding another Lombardi Trophy at Halas Hall this year. If that weren't enough, AIA contracts often scatter terms addressing the same issue in two or more places: fragment assembly required to look-up what a contract says on an important point. And to cap it off, sometimes once you find those language fragments, the contradict each other, fitting together as seamlessly as two male pipe ends.

   Worse still for the subcontractor or supplier, you adopt these problems from others' contract s via flow-down provisions in your own contracts.

2. **Words that Leave the Wrong Impression.** AIA contracts often use words that leave the wrong impression. May seem too trivial to make No. 2 on the list; just semantics. But it's substantive, and leads to real and avoidable problems. A prime example: issuing change orders.

   To understand the problem, first we must recognize something peculiar about change orders. First, "change order" is construction industry jargon for "contract amendment." Now you can amend any contract, and it doesn't take much. The foremost critical ingredient: bilateral (and sometimes even multilateral) agreement by each affected party—most often, but not always—represented by their respective manual signatures on a piece of paper that says "Amendment" at the top. People amend loan agreements, patent license agreements, and leases all the time. But in construction we call out amendments "change orders." And the different name perhaps suggests there's something different, even though change order and amendment are synonymous.

The order in "change order" suggests something unilateral. (You usually give, not agree on, orders.) Referring to issuing a change order reinforces that suggestion. You issue orders unilaterally. There's no multilateral consensus in issuing an order.) So that language fosters a superstition that one party may unilaterally change some part of the contract—usually price, deadlines, or what's included in the work—by simply issuing a change order.

But as just a contract amendment by another name, change orders must be bilateral (or multilateral); each affected party must sign-on before it binds. Before that it's a proposed change order. So when a project participant issues a change order, they're actually issuing a proposed change order, asking at least one of the other project participants to agree on changing a contract. And people proposing a change, thinking they've effected a change, often results in disappointment, followed by dispute.

3. **The Omnipresent Architect.** The most common feature of AIA contracts: architect primacy, even in contracts that the architect isn't party to (e.g., prime contract between owner and prime contractor, subcontract between prime contractor and subcontractor). Which non-party must the contracting parties indemnify?
   - Who decides whether work is complete, interim payments are due, and retainage should be released?
   - If there's a dispute, who's the initial decision maker?
   - And who does the contract frequently identify as without duty or obligation, without responsibility, and spared of any liability?

   (I guess it's no surprise to find an architect dominated domain in contract forms published by the American Institute of Architects.) But that's often just the problem. The form contracts put place the architect as the keystone, but if something sags or collapses, the architect is immune.

Solutions

What's a subcontractor or supplier to do? There's no ideal option.

1. **Just bear it.** The AIA contracts are the coin of the realm. Because trying to avoid or adjust is too expensive and too time consuming, you just take accept AIA contracts as-is in your own contracts—and via flow-down—warts and all and hope for the best. If all goes well, you spare yourself time, money, and counterparty friction over contract form and terms. But all seldom goes well, making this option neither ideal, nor even good.

2. **Defy.** Scrap the AIA contracts. Don't use them. Don't propose them. Don't accept them when counterparties propose them. And refuse to accept their terms via flow-down. Insist on your own manuscript forms—ideal. Or other trade association forms (AGC, EJCDC)—not ideal, but better. But not good for business when so much of the traffic is under AIA contracts. It can get lonely, quickly.

3. **Catalog, Classify, and Change.** Change what you can in the AIA contracts you must use. You have neither the time nor bankroll to make every change you want, nor will your counterparties tolerate too many requests. Try taking this approach to contract changes.
   - Catalog. Browse through the terms in the AIA contracts that you frequently encounter and ensure you understand each part and how it does—and might—affect you and catalog the issues your browsing identifies.
   - Classify. After browsing and cataloging, classify the issues based on how big a problem each poses for you. Start at most problematic and rank down to the least. (I usually like using three classes; levels A, B, and C for example). Also identify and classify acceptable solutions for each issue, ranking them from most to least appealing.
   - Change. After classifying, change your contract (or propose changes to someone else's). Which issues are "on the table," and which solutions are within the realm of possibility, will depend on the work involved, other work you have or might get, the prices for each, and who your counterparty is. You should have a pretty good idea of both. And approaching them in this structure should better your grasp on both too.

What's the worst three AIA contract problems in your opinion? How do you deal with them? E-mail them to me, or tweet them @joshuaglazov.

Jessica Newbold,
Legislative Consultant,
IMSCA

2014:
Legislative Issues Wrap-Up

All in all – IMSCA enjoyed another legislatively successful year in 2014. All of our initiatives were passed by both chambers and later signed into law this year. In addition, we successfully played defense on many other issues facing the Illinois construction industry. There isn't a lack of important issues facing our state and your IMSCA lobbying team is honored to represent you and your business during these important discussions.

Legislators recently returned to Springfield for veto session and the looming question of will they or won't they address the income tax expiration was answered. Both chambers adjourned without renewing the 5% income tax rate – which means our income taxes will roll back to 3.75% on January 1st. Governor-elect Rauner publicly stated during his campaign that he supported the roll-back. But, many believe the roll-back will create an even deeper budget hole – and the incoming Governor hasn't provided any concrete details about how he plans to address our budget shortfall. In addition to the income tax situation, the pension reform bill was ruled unconstitutional by a Sangamon County judge. The decision has been appealed by Attorney General Lisa Madigan.

There was also a lot of talk about legislators raising the state's minimum wage during veto session – but that issue also went unaddressed. Mayor Emmanuel filed paperwork to raise the minimum wage in Chicago to $13. Mayor Emmanuel's move in addition to Governor Quinn's inability to get his ducks in a row to make sure a statewide minimum wage bill was passed as his final legacy – meant the issue wasn't addressed by legislators. The Senate passed its own version of a minimum wage bill – but it was passed after the House had already adjourned. Governor Quinn could call the House and Senate back for a special session to address minimum wage – but that move is highly unlikely as it appears the House doesn't support the issue.

Two issues affecting Illinois contractors were addressed during veto session. The first is **HB 4657** – the "bonding over" legislation. This proposal would allow a bond to stand in the place of a mechanic's lien. This is a carry-over issue from the spring session. As a reminder, this bill is an initiative of the Illinois State Bar Association and the title companies. During the spring session, we successfully got the legislation sent to sub-committee arguing this would give the committee ample time to review the complex issue. The bill was re-assigned to the House Judiciary Committee during veto session. The committee heard subject matter testimony on the bill and there was no action. For the purposes of this year, the bill is dead…but we fully expect to see this proposal come back in 2015 and we will continue to oppose the legislation.

An amendment to **SB 2221** was introduced the night before

Thanksgiving, and was assigned to the House Judiciary Committee for a hearing on Monday. The original amendment would have eliminated the state's ten year statute of repose on liability for exposure to pollutants during the construction process – the original language included ALL pollutants. IMSCA along with other design and construction groups were strongly opposed to this bill. Due to the concerns of the construction, design and other business industry groups a third amendment was introduced. House Amendment #3 would limit lawsuits to only asbestos related diseases. The bill as amended was passed by both chambers. This initiative was strongly pushed by Speaker Madigan and was supported by the Illinois Trial Lawyers Association.

Other issues we addressed in 2014 include:

IMSCA's top priority this year was **SB 3023**, sponsored by Sen. Mulroe and Rep. Burke. IMSCA members informed us that some lenders were attempting to circumvent the legislative fix to the Cypress Creek legislation by requiring contractors and subcontractors to subordinate their mechanics lien rights to construction lenders. If this practice was allowed to continue, subordination clauses would have had a chilling effect on our industry because they would have eliminated contractors' ability to collect payments due to them. SB 3023 sought to prevent subordination clauses. Our bill was assigned to the Senate Judiciary Committee where we were encouraged to an agreement with the banking industry. Our efforts to compromise were successful and the bill was amended. The compromise does two things: First, it prohibits subordination as a condition of obtaining a loan contract, Second, it allows a subordination agreement between banks and contractors IF 50% of the construction loan has been paid out. This provision allows the contractor to decide between agreeing to the subordination, or to completely step away from the project. This bill was signed in to law on July 16th.

HB 4769 is another IMSCA initiative that amends the Public Construction Bond Act to require sureties meet certain qualifications. The Act requires contractors working on a public project to obtain a bond for the benefit of all subcontractors and suppliers who perform work to assure they will be paid for the work and materials furnished to a public project. Most public entities require bonds with a surety that is financially sound, such as an insurance company in the business of issuing such bonds. Unfortunately, the Act did not expressly set forth any qualifications for a surety and some bonds had been used with financially unsound sureties who have no ability to pay for work in a contractor defaults. HB 4769 requires bonds to have a certificate of authority from the Department of Insurance and the company is required to have a financial strength of at least A- as rated by Moody's, A.M. Best, Standard & Poor or other similar rating agency. This bill became law on August 22nd.

HB 5663 would have required a written and executed contract before a subcontractor could have lien rights. IMSCA opposed this proposal, and through conversations with the bill's sponsor, Rep. Elgie Sims, we were able to determine that the issue he wanted to address were reports of senior citizens being scammed in remodeling construction work. We suggested that he could meet his goal of addressing this situation without amending the Mechanic's Lien Act, but amending the Home Repair and Remodelers Act instead. Rep. Sims agreed to look at other alternatives, and this bill didn't move during the spring session.

HB 5595 would have created the ability for out of state contractors to enter Illinois during a declared state disaster to assist with disaster related clean up. If this bill had passed, it would have created a lot of issues for Illinois contractors. The language stated that the out of state contractors didn't have to meet state licensing requirements, and they wouldn't be required to register, file or remit state or local taxes on the work. We spoke with the bill's sponsor, Rep. Phelps to discuss our concerns and he agreed it would be best not to move the bill.

SB 3287 is another bill that gained quick traction at the end of the spring session and was an initiative of the Illinois Trial Lawyers. This legislation eliminates the worker's compensation immunity enjoyed by service companies that provide safety consulting – unless those companies are wholly owned by the employer, insurance broker or the insurer. Based on feedback from IMSCA members, we joined the business industry coalition in opposition of the legislation. We felt this proposal would be especially hurtful to small employers who typically cannot afford or need full-time safety consulting professionals on their staff. Our opposition fell on deaf ears this spring, and this bill was quickly passed by both chambers and signed into law within 2 days of Governor Quinn receiving it – which is highly unusual. There is some talk about amending this legislation next year to exclude not for profits and other associations who provide safety to training from the requirements of the law.

We are looking forward to representing all of you in 2015 when the 99th General Assembly convenes in January. IMSCA will introduce legislation on your behalf and we fully expect to deal with issues such as bonding over, and single vs. multiple prime legislation – and we'll be there representing your business interests. Thank you for your continued support of IMSCA's legislative agenda!

John is an attorney and principal of Albee Law, P.C. He works diligently to ensure that the clients of the firm obtain superior results, an unparalleled level of personal service and clear and concise value for each client engagement. In the firm's areas of practice, it has developed solid processes to serve client needs and strives to perpetually hone and improve its action plan for providing legal services to clients in an environment where value, client's satisfaction and the growth of the relationship are the primary focus. Each engagement is of the utmost importance, and each receives a pledge of extraordinary service and value.

Indemnification Limitations in Construction Contracts

By John W. Albee

One of the primary uses of a contract is to provide a clear roadmap as to the obligations and rights of contracting parties now and in the future. There is an age old adage that the best contract is one that is put into a drawer and never looked at again. Unfortunately, this does not always occur.

Without fail, the contract will be dusted off and brought out of the drawer when a dispute arises. In construction contracts, the dispute often arises around negligence and who is responsible for damages arising out of the negligent conduct. When the actions of one contractor can potentially impact and attract claims for many other contractors, it is helpful to have a mechanism in an agreement to provide for protection and indemnification.

Under Illinois law, contracts, with very limited exceptions, involving a party agreeing to indemnify another party for their own negligence are not valid. The Construction Contract Indemnification for Negligence Act, ("The Act") states:

> *With respect to contracts or agreements, either public or private, for the construction, alteration, repair or maintenance of a building, structure, highway bridge, viaducts or other work dealing with construction, or for any moving, demolition or excavation connected therewith, every covenant, promise or agreement to indemnify or hold harmless another person from that person's own negligence is void as against public policy and wholly unenforceable.* 740 ILCS 35/1

[A common mistake and solution]

Despite this very strong statutory language prohibiting indemnification, and many Illinois judicial opinions that have explained that contracts in violation of The Act contradict the public policy of the State of Illinois in favor of protecting workers and promoting work place safety, many contractors continue to use clauses in their contracts that attempt to shift liability for one's own negligence in the construction context to another party. While there are some exceptions related to waivers of employer's limits on contribution claims and for contracts surrounding construction bonds, most construction contracts likely fall under The Act.

One solution to avoid violating The Act is to focus contract drafting on insurance, not indemnity, provisions. An agreement to provide insurance coverage for another party, which operates to essentially indemnify the other party from its own negligence, is generally enforceable.

Rather than drafting a contract that calls for unenforceable indemnification, a better option might be to instead focus on contractual obligations for one party to provide insurance coverage for another party that covers acts of negligence.

It is important that contractors not take the distinction between an obligation to indemnify and to provide insurance coverage lightly. The common notion of a belts and suspenders approach can backfire if a party attempts to draft a construction contract that requires a party to both indemnify and to provide insurance coverage to a party fo negligence. In this regard, at least one Illinois appellate case invalidated as unenforceable a construction contract that called for both indemnification and insurance to be provided. This is an example of why it is important to include a "savings" provision in a contract – one which provides that if one part of the provision or the contract is invalid, the remainder may still be enforced. Prudent drafting would dictate a narrowing of indemnification language so that acts caused solely by the indemnified party's own negligence are clearly not included in the indemnification clause. It is better to instead rely on a direct contractual obligation to provide insurance coverage for another party related to negligent conduct.

If you have any questions about this article, or contract law in general, please feel free to contact John W. Albee via phone at (312) 279-0115 or via email at jalbee@albeelaw.com.

Dan is Senior Vice President of the Mechanical Contractors Association of Chicago. He is an expert in technology, sustainability, and other topics relating to the MEP and Association fields.

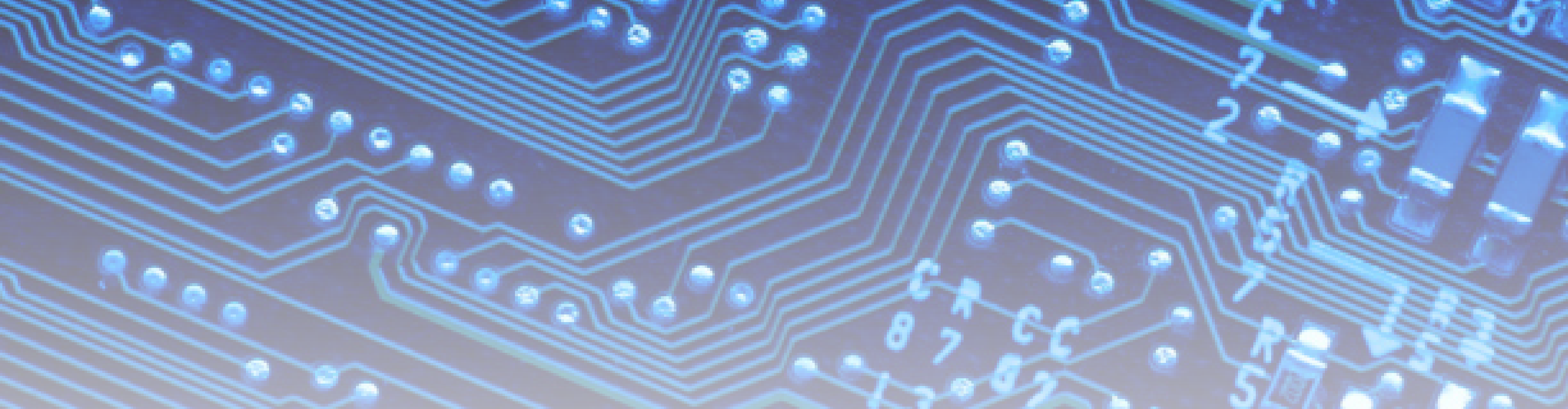
Contractors and Data Security

By Dan Bulley

Recently, the public read the "big news" that a mechanical contractor may have been connected to a large data breach. As someone that has been involved in data privacy for over 10 years, I say poppycock! First of all, none of this is big news. Large data breaches have been occurring for some time now. Secondly, several experts doubt that the contractor was responsible for the breach at all. But my biggest problem with this "news", is that it trivializes this important issue. Everyone and I mean everyone, from the individual consumer, to the mechanical contractor, to the merchant, to the bank itself, needs to be more proactive in protecting their link in the economic chain.

My own identity was stolen in 2003. I never found out who did it and I don't really care if I ever do. My experience motivated me to urge everyone to do everything possible to make sure it doesn't happen to you. According to the Identity Theft Resource Center, an organization that both helped me and then trained me, there have been 4,327 data breaches since 2005, putting over 600 million records at risk. What these numbers don't tell, is that many databases that are breached don't even know how many records were taken. So theoretically, we could be easily talking over a billion records. I think the late Senator Dirksen from Illinois would have agreed that these numbers no longer have meaning, except to point out that this is a real problem and has been for a long time. The number of records stolen in a given breach isn't relevant. Whether it's 10 records or 10 million, it doesn't change the way we need to look at this problem. We need to start looking at this as everyone's problem, rather than just pointing fingers at who may have caused it.

So who is at fault? Just about everyone. Perhaps you think this is an evasion. Let's look at this closely. Today our economy thrives on easy transfer of funds. If you clamp down on the system, it becomes harder to transfer funds from buyers to sellers and it slows down the economy. How many people think anyone is going to be in favor of that solution? So you end up with a system that has weakness at each point of transfer. That means in any given financial transaction the merchant, the buyer, and each bank in between, is a point of weakness that can be exploited. Each person in that transaction is part of the problem and part of the solution. In reality however, the biggest prey is the merchant. The criminal will usually have to do some work to get the data they want. If they go after a person they get one or two accounts. Banks are theoretically much more secure. If they go after a merchant, they are going



to have thousands or even millions of records to take at once. Here is where we come around to needing almost everyone to solve this problem, since anyone that has a password on the merchants system is a possible point to go after.

So now we are back to whether or not the contractor was at fault. The truth is that we don't really know right now. However, many security experts will tell you that when a breach is discovered it is often something that actually happened years before. Other experts go further, stating that breaches like this happen due to multiple points of attack from multiple criminal organizations.

In this recent attack, a couple experts have even said that this might have been an inside job. Inside not necessarily meaning an employee of the merchant, but some other entity with direct access to this information (the contractor did not appear to have direct access to credit card info). To go any further into this gets pretty scary. If you recall the movie, "Men in Black", there is a line about how people are better off not knowing about all the bad stuff happening out there. This is the case with data security. If you really knew all of the risks and threats out there you'd get rid of your computer, smart phone and credit cards and hide out in a safe room protected by a Faraday cage. Most of us will not choose to live that way. Taking this out on the merchant or the contractor is just as ludicrous. The truth be told, those two entities are the biggest victims of the whole event, and hopefully people will be smart about this and not punish them further. But where does this leave us?

You never know when you are going to learn something profound. In this instance it happened in the early 1980's while I was kitchen manager for my fraternity at 33rd and State in Chicago. I was talking to the exterminator and he said something that has stuck with me. "You can't plug all of the holes that the bugs are getting in through. And you can't kill all the bugs. Even if you do it will just attract bigger bugs. So what you do is drive them off." What he was really saying, is you want to be the hardest victim. I actually find it to be a bit unethical to push your problem to someone else (and also a short term solution at best), so I say let's raise the bar. Again.

I remember well the early days of internet and email where there were no viruses and no spam. It really was magical. Things changed, and after a while we all had virus protection and spam filters. Well it's time to change again. I am not a security expert, but I don't think you have to be one to realize this. Of course this is not something an individual or even a company can do. So, while we wait for the change to happen, we need to set up systems and standards to protect our passwords and our data. We need to separate our sensitive data from our non-sensitive data and then encrypt it whether it's on a server, in an email or even during back-up. And we need to scrutinize our own vendors on the same terms. So let's react without overreacting and make our businesses more secure.

Louis Giordano,
Executive Vice President,
IMSCA

Outcomes:
General Election & Veto Session

Four years ago, the Republican Gubernatorial candidate, Senator Bill Brady won 99 out of 102 Illinois counties during the 2010 General Election. Despite winning an overwhelming majority of the counties, Senator Brady still lost the election. The subtle significance of that loss was the Democratic majorities in the Illinois House and Senate had recently redrawn the state's legislative and congressional districts. Under the Illinois constitution, redistricting is required every 10 years to account for population and demographic changes. The 2010 map was drawn without any Republican input – because Democrats controlled the House, Senate and Illinois had a Democrat Governor. A veto from the Governor would have been the only recourse to establish an equitable map.

During the 2012 General Election, the Democrats in the House and Senate won enough seats to gain veto proof majorities under the new map. The 2014 General Election showed us the true impact of the new legislative maps. Governor-elect Bruce Rauner won 101 of the 102 counties and won the election. Governor-elect Rauner has the power of the Administrative office of Governor, but has no legislative input to begin to implement his legislative agenda.

Looking at the final election results map – we can see Illinois may be trending from a "blue" state to a "red" state. In two statewide elections in a row, we have seen the Republican candidates for Governor carrying all counties except Cook and the metro east counties by East St. Louis. This year, there were five House district races that were won by less than one thousand votes. Those districts were located between two parallel lines from the Kankakee in the east to Moline in the west. I believe that in any other Republican year, those five seats would have changed hands, resulting in the removal of the Democratic veto proof House. Only one Senate seat changed hands in the November election and that seat belonged to Senator Mike Jacobs of East Moline. This change isn't surprising since Senator Jacobs former Senate district includes two of the House races mentioned above that were decided by less than one thousand votes.

What accounts for this close finish, but no Republican victories is the beauty of Speaker Madigan's legislative maps. The House districts were so perfectly drawn that even in a heavily Republican leaning year like 2014 – there was no change in his veto proof majority, and no changes in the number of Democrats in the Illinois House. Many states are moving to computerized re-districting in an effort to avoid the "one-party" rule system that we have experienced in Illinois. When the General Assembly is sworn in on January 14th, the House will have 71 Democrats and 47 Republicans. The Senate will have 39 Democrats and 20 Republicans. Both chambers will still enjoy their veto proof majorities because the required number in the House is 71, and 39 in the Senate.

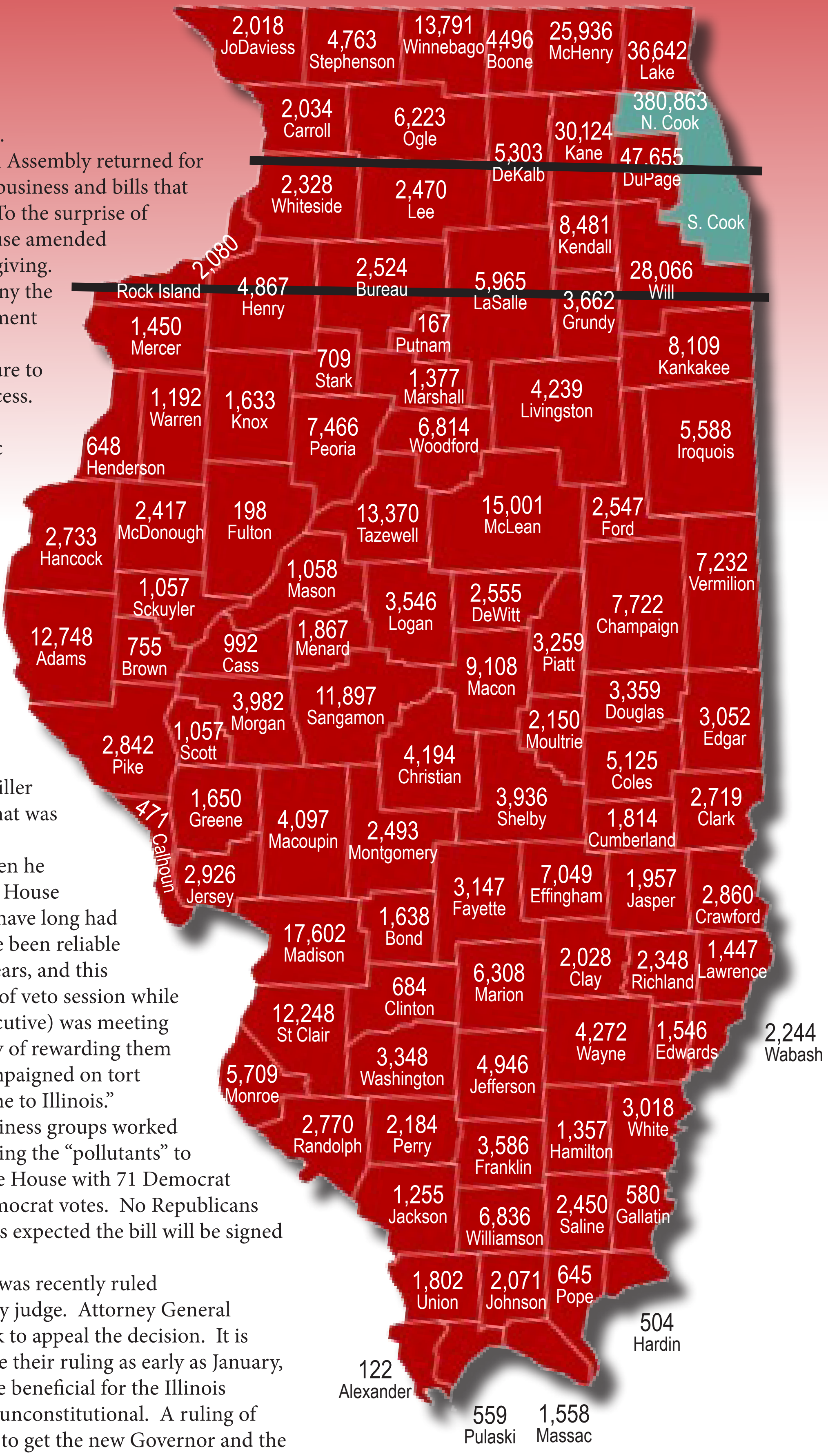
With the election over, the General Assembly returned for two weeks to address some unfinished business and bills that had been vetoed by Governor Quinn. To the surprise of most Illinois business groups – the House amended Senate Bill 2221 the day before Thanksgiving. The bill was then scheduled for testimony the Monday after the holiday. This amendment would have removed Illinois' ten-year "statute of repose" on liability to exposure to pollutants during the construction process. This bill was viewed as a gift to the trial lawyers for their support of Democratic candidates during the election. The amendment creates new avenues for lawsuits.

As it was written, construction companies, subcontractors, or any entity that oversaw any construction including manufacturers, refineries, utilities, school districts, churches and hospitals could face the potential of lawsuits over any "pollutant" going back forever and going forward into eternity. Below is a quote from Rich Miller of The Capital Fax that best explains what was in play on the bill:

"Except for a bump in the road when he supported medical malpractice reform, House Speaker Madigan and the trial lawyers have long had a close working relationship. They have been reliable supporters and contributors over the years, and this bill – unveiled during the second week of veto session while a more media friendly committee (Executive) was meeting down the hall – could be Madigan's way of rewarding them before a Republican Governor who campaigned on tort reform takes the oath of office. Welcome to Illinois."

In the end, a coalition of many business groups worked together to amend the bill again – limiting the "pollutants" to only asbestos. The bill passed out of the House with 71 Democrat votes and out of the Senate with 40 Democrat votes. No Republicans voted for the bill in either chamber. It is expected the bill will be signed soon by Governor Quinn.

In closing, the pension reform bill was recently ruled unconstitutional by a Sangamon County judge. Attorney General Lisa Madigan promptly filed paperwork to appeal the decision. It is believed the Supreme Court could make their ruling as early as January, and as late as March. I believe it may be beneficial for the Illinois Supreme Court to rule the pension bill unconstitutional. A ruling of unconstitutional might be the best way to get the new Governor and the two legislative leaders to sit down and work together to resolve Illinois' unpaid pension problem. If they can do that, then maybe they could continue to work together on other major issues confronting Illinois.



** Numbers on map show winning margins in each Illinois county.*

Thank you

to everyone who attended the Construction Industry Gubernatorial Candidate Meet and Greet on September 18th. The event was well attended with nearly eighty contractors in attendance. We showed Republican Governor Candidate Bruce Rauner and Democrat Lieutenant Governor Candidate Paul Vallas a strong showing from our industry. The candidates provided all attendees a unique opportunity to learn more about their plans to get our state back on track.

IMSCA congratulates Governor-Elect Bruce Rauner on his November victory and we look forward to working with him in the future to address the needs of the Illinois construction industry.