

**Site Restoration/Soil Remediation Services
Former Izaak Walton League Property
Kirk Street and Houston Avenue
Elgin, Illinois 60085**

**Request for Bid and
Contract Documents**

Bid Due Date: June 12, 2014, 10AM Local Time

**Pre-Bid Meeting at Project Site
June 2, 2014 at 9:00 am**

**Hanover Township
Attn: Katy Dolan Baumer, Township Clerk
Former Izaak Walton League Property
250 South Route 59
Bartlett, Illinois 60085**



Prepared by:



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Environmental Consultants
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Request for Bid and Contract

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List of BID Attachments:

Notice to Bidders
Bid Proposal Form
Tax Compliance Affidavit
Bid-Rigging/Bid-Rotating Certification
Sexual Harassment/Substance Abuse Certification

Exhibit I – Figures
Figure 1
Figure 2

SECTION 01010 DEFINITIONS

PART 1 GENERAL

1.01 GENERAL

- A. Owner: Owner herein referred to shall mean Hanover Township (Property Owner) The Contract will be with Hanover Township.
- B. Owner's Representative: Owner's Representative (Deigan & Associates, LLC) is that person or persons with full authority to act on behalf of the Owner.
- C. Contractor: Contractor herein referred to shall mean the person, firm, or corporation with whom the Owner has entered into the Agreement, who will execute the Work.
- D. Agreement: The written contract between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- E. Change Order: A document recommended by the Owner's Representative, which is signed by the Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price issued on or after the effective date of the Agreement.
- F. Contract Price: The moneys payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- G. Drawings: The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor which have been prepared or approved by the Owner's Representative and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- H. Field Order: A written order issued by the Owner's Representative which orders minor changes in the Work in accordance with the Contract terms, but which does not involve a change in the Contract Price or the Contract Times.
- I. Contract Documents: Contract Documents include the Instructions to Bidders, General and Special conditions, Attachments and Drawings, Bid Submittal Forms, Tax Compliance Affidavit, certifications regarding bid rigging and adoption of sexual harassment policy, Bid Bond and Performance Bond and any addenda issued prior to the bid deadline.
- J. Addenda: Written or graphic instruments issued by the Owner prior to the Bid Opening which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Changes or corrections may be made by the Owner to the Contract Documents after they have been issued and before the Bid Opening. In such a case, a written addendum describing the change or correction will be issued by the Owner to all bidders on record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

- K. Notice to Proceed: A written notice given by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which the Contractor shall start to perform Contractor's obligations under the Contract Documents.
- L. Bid: The complete and properly signed Proposal for the Work or designated portion thereof for the Lump Sum or Unit Prices therein, submitted in accordance with the Bidding documents.
- M. Bidder: Each contractor bidding on the Township's Site Restoration and Soil Remediation project at the former Izaak Walton League Property.
- N. Successful Bidder: The Bidder that receives the award of contract from the Township
- O. Site: The Site shall refer to the Former Izaak Walton League Property at the location specified in Section 01015.
- P. Supplementary Conditions: The part of the Contract Documents, which amends or supplements the General Conditions.
- Q. Underground Utilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- R. The Work comprises the completed construction or the various separately identifiable parts thereof required to be furnished by the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction, all as required by the Contract Documents.
- S. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

- T. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or, when the Work is complete and ready for final payment as evidenced by the OWNER's written recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- U. **Punch List:** A list of minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work or portion of the Work inspected, for its intended purpose. A Punch List shall be developed by the Owner's Representative when determining the status of the completion of the Work, or portion of the Work inspected, and shall be attached to a certificate of substantial completion or shall result from a final completion inspection.
- V. **HASP** shall refer to the, Site-specific Health and Safety Plan.
- W. **Hazardous Material:** Asbestos, ACBMs, PCBs, heavy metals, petroleum products, paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation, or disposal of is regulated by federal, State, or local laws governing the protection of public health, natural resources, or the environment.
- X. **Subcontracting** shall be understood to mean the arrangement with any party or parties to execute a part of the Contract work.
- Y. **Provide** shall mean to furnish and install.
- Z. **Per** shall mean, in accordance with the requirements of.
- AA. **Proposal and Bid and Proposal Form and Bid Form** are synonymous respectively.
- BB. **LS** shall mean Lump Sum.

***** END OF SECTION *****

SECTION 01015

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK UNDER THIS CONTRACT

The Former Izaak Walton League Property is located south of Kramer St. and North of the Route 20 Bypass, between Kirk Street and the east end of Jay Street in Elgin, Illinois. The Work will be completed on a portion of the property near the intersection of Kirk Street and Houston Avenue, between the rear of residential properties located at 903 to 911 Avenue and Route 20. As part of a property acquisition due diligence, Deigan & Associates, LLC completed a Phase I Environmental Site Assessment and subsequent Phase II Environmental Site Assessment for Hanover Township. The Phase I & II identified an area of fill soil containing sand, apparent metallic particles and slag. Laboratory analysis indicated TAL Metals exceeded the most stringent Illinois Environmental Protection Agency (IEPA) soil remediation objectives.

The contract scope of work includes final clearing and grubbing, access improvement, slope re-grading, removal and off-site disposal of slag/foundry residuals and placement of a three foot thick clean soil barrier layer over the area of fill soil on the property complying with IEPA standards. The area to be covered with clean fill soil is approximately 5,000 square feet. Volume of clean fill material is estimated to be 600 cubic yards for bidding purposes.

The three foot thick clean soil barrier shall consist of 2 and ½ feet of clean soil designated by the Unified Soil Classification System (USCS) as SW, SP, SM, SC, ML, MH, CL, CH, OL or OH and ½-foot of organic topsoil. No clean fill identified by the USCS as GW, GP, GM, or GC shall be utilized. The clean backfill material shall be graded and lightly compacted, sufficient to prevent wash out.

Prior to the placement of the three foot thick clean soil barrier, the remediation work slope will be re-graded from to a gentler and approximate 3H:1V slope. The proposed grading plan is illustrated in **Figure 2**.

Several large, mature trees are to be protected from the work.

The source of the clean soil fill material for the barrier layer shall be provided to the Owner's Representative. The Owner's Representative shall inspect the proposed soil and may elect to collect a soil samples for laboratory analysis to confirm that the proposed soil meets the Tier 1 Soil Remediation Objectives as identified in 35 Illinois Administrative Code (IAC) 742: Tiered Approach to Corrective Action Objectives (TACO) for 35 IAC 740 Appendix A Target Compound List (TCL) Parameters.

The remnants of two concrete foundations are located within the remediation restoration area. The concrete foundations are to be demolished and transported off-site for disposal/recycling. Volume is estimated to be 20 tons for bidding purposes.

The Contractor shall include costs to install erosion control/silt fencing around the downstream perimeter of the work area and maintain for the duration of the project. For purposes of this bid, a quantity of 500 linear feet of silt fencing is estimated. Silt fencing will not be installed along the haul road.

An additional, if ordered by Owner, task includes some limited excavation, removal, and disposal of designated areas and depths of highest concentration or “hot spots” in the contaminated fill soil. Contaminated soils will be excavated and transported to a licensed landfill having the required permits to dispose of the soil contaminants and concentrations. Excavation areas will be graded with surrounding remaining fill soil and covered with the three-foot thick clean imported soil barrier layer which meets IEPA’s TACO residential standards.

The waste characterization landfill disposal sample has been collected and submitted to an independent laboratory by the Owner’s Representative. The Owner’s Representative will also complete the necessary waste profile forms to obtain approval for soil disposal at the following licensed landfill location:

Advanced Disposal Orchard Hills Landfill Facility located in Davis Junction, Illinois.

Volume and location of “hot spot” removal will be determined by the Owner’s Representative during contractor slope grading. Volume is estimated to be 200 cubic yards (300 tons) for bidding purposes. No guarantee. Contractor shall provide up to 2 hours of test pit excavations with an excavator, directed by Owner’s representative, to determine off-site soil removal required. This task will be incidental and shall be included in the mobilization pay item.

The Owner’s representative will prepare the Health and Safety Plan to be implemented during the site restoration remediation activities. All work will be level D.

1.02 CONTRACT DOCUMENTS

The contract documents consist of the items included, or attached to this specification, including the Instructions to Bidders, General and Special conditions, Attachments and Drawings, Bid Submittal Forms, Tax Compliance Affidavit, certifications regarding bid rigging and adoption of sexual harassment policy, Bid Bond and Performance Bond and any addenda issued prior to the bid deadline.

1.03 WORK BY OTHERS

The Owner's Representative may elect to collect soil samples and submit the samples for laboratory analyses.

The Owner's Representative will define the area of clean soil cap placement and area(s) and depth of excavation (if ordered) by field markings .

The Owner's Representative will complete waste profile analysis and disposal application(s) and will obtain manifest signatures, if disposal is ordered.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

Instructions to Bidders & Special Provisions

1. Preparation and Submission of Bid

- A. The Bidder must submit its bid on the forms furnished by the Owner and Owner's Representative. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company. The bid form is contained in these documents. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
- B. All bids shall be submitted in a sealed envelope stating the following information on the face of the envelope: Bidder's Name, Address, and shall be marked "Hanover Township Izaak Walton Site Restoration/Soil Remediation Project".
- C. Bids must be received by the Hanover Township Clerk no later than 10:00 a.m. on June 12, 2014. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids.
- D. Conditional Bids. Qualified bids are subject to rejection in whole or in part.
- E. Authority to Act as Agent. Upon request, the Bidder will provide proof to the Owner that the signature on the bid form has the authority to bind the Bidder to the unit prices quoted and to the terms and conditions of a contract.
- F. Errors in Bids. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. Erasures or changes in bids must be initialed.
- G. Withdrawal of Bid. Any Bidder may withdraw or modify his or her bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the Hanover Township Clerk prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of Bid on Hanover Township Izaak Walton Site Restoration/Soil Remediation Project".
- H. The Bidder shall provide a name, address, and phone number of one contact

person who will be responsible for implementation of the total package bid.

2. Examination by Bidder

The Bidder shall, before submitting a bid, carefully examine the Contract Documents and visit and inspect the Project Site. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Owner will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

3. Bid Bond

Each bid shall be accompanied by a Bid Bond, certified check, cashier's check, or bank draft in an amount equal to ten percent (10%) of the bid, made payable to Hanover Township to guarantee that if the bid is accepted, the bidder will furnish a Performance Bond -Labor and Material Payment Bonds, or Irrevocable Letter of Credit of not less than 110% of the Contract Sum, and shall execute the Contract Documents within ten (10) days of the award of the contract. In the event the bidder fails to furnish such Payment and Performance Bond, or Irrevocable Letter of Credit and/or execute the Contract Documents within said ten days, the amount of the check or Bid Bond shall be forfeited to Hanover Township as liquidated damages.

4. Prevailing Wages

All work on the Project will be subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/01 *et seq.*) providing for payment of prevailing rate of wages. Contractor shall pay prevailing wages for Cook County as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Owner. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Owner in accordance with the Act. A copy of the current prevailing wage rates for April, 2014, is attached.

5. Minimum Qualification Documents

Each Bidder should furnish the Owner with a list of three (3) projects its organization has completed in the past three (3) years that are similar in size, scope, cost, and complexity to this Project Work. This list shall include the name of the project, owner, contract amount, and date of completion. List names and phone numbers of appropriate job reference individuals for each project listed. The list of Projects must include a minimum of one (1) completed project with contaminated soil transport and disposal. The Owner reserves the right to accept Minimum Qualification Document and Certification of Eligibility after the bid due date (see below).

6. Basis of Award

- A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the General Conditions and Special Provisions, provided the bid price is reasonable and it is to the interest of the Owner to accept it. The Owner reserves the right to reject any or all bids received whenever such rejection is in the best interest of the Owner. The Owner also reserves the right to reject the bid of a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, and/or (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4, (e) is not actively engaged in work of similar size, scope, and complexity as the Project Work and/or has not satisfactorily completed the minimum project work set forth in Paragraph 6 above, and/or (f) fails to submit the Minimum Qualification Documentation required herein within two (2) business days of demand by the Owner.
- B. The Owner reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by the Owner to be in the best interest of the Owner. The Owner also reserves the right to accept all or part of a bid when the Owner determines that it is in the best interest of the Owner.

7. Award of Contract

- A. The Owner reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her bid shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
- B. An approved contract executed by Hanover Township Highway is required before Hanover Township is bound. An award may be canceled any time by

the Township prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Township, the best interests of the Township will be promoted. In the event of such award cancellation, bidder/contractor's sole remedy shall be a refund of his/her/its bid bond.

8. Collusive Bidding

The Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

9. Material Inspection and Responsibility

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Owner's written approval must be obtained prior to installation.

10. Completion Dates

The Successful Bidder shall commence the Project Work no later than 30 days (following receipt of Notice to Proceed (NTP)) and shall complete Project Work in strict compliance with the Contract Documents on or before 90 days after NTP, weather permitting. Time is of the essence of the Contract. Once started, work shall continue without extended interruption.

11. Non-Discrimination

No Contractor who is the recipient of Township funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, sexual orientation, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

12. Binding Obligation and Non-Assignability

By submitting a bid, the Bidder agrees that if awarded the bid said Successful Bidder shall be contractually bound to perform the Project Work in compliance with the Contract Documents. Successful Bidder shall not assign the whole or any part of the bid award or any obligations created or under the Contract Documents without the written consent of the Owner. All sub-contractors shall be approved by the Owner's Representative and the Owner.

13. Taxes

Hanover Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Successful Bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Bidder and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the Bidder.

14. Investigations Prior To Bid Award

The Owner may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project Work, and the Bidder shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

15. Bonds and/or Letter of Credit

Prior to commencement of the Project Work, the successful bidder must submit to Hanover Township: (a) performance and payment bond, in the amount of 110% of the Contract Sum, made payable to Hanover Township, in a form acceptable to Hanover Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of 110% of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to Hanover Township ("Letter of Credit"), which said Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to compliance with the Illinois Prevailing Wage Act. The cost of said Performance and Payment Bonds and/or Letter of Credit Bond is included in the Contract Sum

16. Bid Amount

The Bid Amount submitted by Bidder shall include all applicable prices, materials, labor, warranties, permits, licenses, insurance and bonds and/or letter of credit costs, and all other fees, expenses, costs, profits and overhead of Bidder to complete the Project Work in strict compliance with the Contract Documents.

17. Certifications and Affidavits

The Contractor shall complete the Contractor's Certification forms and Tax Compliance Affidavit attached to the Proposal form. Failure to do so may result in disqualification of the Bidder.

18. Payment

- A. All payments under the Contract shall be based on the unit prices set forth in Contractor's Bid Form (including any alternates approved by the Owner) (the "Contractor's Bid Proposal") and based on actual quantities supplied and installed/constructed by Contractor in accordance with the terms and conditions herein, as determined and certified by the Owner's Representative.

Neither Owner nor Owner's Representative guarantees the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

- B. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to Owner and the Owner's Representative:
- (1) It shall be a condition precedent to the Owner's obligation to make a progress payment that the Contractor shall have submitted to the Owner's Representative, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents":
 - (2) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Owner and the Owner's Representative may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Owner. Payment shall be further reduced by such additional amounts that the Owner's Representative determines for non-conforming work and unsettled claims.
 - (3) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
 - (4) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

- (5) All of the Contractor's Progress Payment Documents shall be sworn to and notarized.
 - (6) Such additional documentation and/or information requested by the Owner and/or Owner's Representative relative to said payment.
- C. Following completion of the Project Work, Contractor shall furnish the Owner the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Owner relative to said payment.
- D. It shall be a condition precedent to any payment required by the Owner hereunder, that the Owner and the Owner's Representative have determined that the Project Work being invoiced is free from any defects and has been completed in strict accordance with the terms and conditions herein. The Owner shall deduct from the final payment hereunder, amounts as determined for incomplete Work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims.
- E. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds, and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to Owner.
- F. In the event the Contractor, Owner's Representative, and/or Owner is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Owner, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Owner. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Owner with an indemnification agreement and an additional mechanic's lien bond in form approved by the Owner issued by a surety company acceptable to the Owner.
- G. It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to Owner covering all

payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

- H. Notwithstanding the foregoing, in no event shall the Owner's acceptance of the Project Work, Contractor's Payment Request Documentation, Owner's Representative's Certification and/or the Owner's payments to Contractor be deemed a waiver, express or implied, of any warranties required herein.

19. Compliance With Law

All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable Cook County, Illinois Building Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Hanover Township and Deigan & Associates, and their respective officials, officers, employees, volunteers, directors, agents, invitees from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

20. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Hanover Township, Deigan & Associates, and their respective officials, officers, employees, agents, and invitees, (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way be related to, or arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them ("Contractor's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by

Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

21. Investigations by Contractor

Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

22. Insurance

Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If the CGL contains a general aggregate limit, it shall be in an amount not less than \$2,000,000 or its shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products--completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall

be deleted in its entirety.

Hanover Township, and Deigan & Associates, LLC, and each of their respective officers, officials, directors, employees, volunteers, agents, and invitees (collectively, the "Additional Insured") shall be included as an insured under the CGL, Commercial Umbrella Liability Coverage, and Business Auto Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least one year following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

C. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Hanover Township and Deigan & Associates, LLC, have not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, then the Contractor waives all rights against Hanover Township and Deigan & Associates, and each of their respective officers, officials, directors, employees, volunteers, agents, and invitees for recovery of damages arising out of or incident to the Project Work.

E. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess/Umbrella Liability Insurance coverage of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

F. General Insurance Provisions.

i. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Owner with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Hanover Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Hanover Township shall be by certified mail, return receipt requested.

Failure of Hanover Township to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Hanover Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Hanover Township shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Hanover Township.

Failure to maintain the required insurance may result in termination of this Contract at the option of the Hanover Township.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Hanover Township whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Hanover Township's written request for said copies.

ii. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

iii. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to Hanover Township. At the option of Hanover Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

v. Hanover Township Shall Not Waive Any Rights of Subrogation.

Hanover Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either they, and/or any of them, and/or their respective insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

vi. Failure to Comply With Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

vii. All Insurance Obtained Shall Apply Separately to Each Insured.

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

viii. Insurance Requirements Cannot be Waived.

Under no circumstances shall Hanover Township, and/or any of the other Additional Insured be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by Hanover Township, and/or any of the other Additional Insured.

ix. Liability of Contractor is not Limited by Purchase Of Insurance.

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. Hanover Township and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

x. Notice of Personal Injury or Property Damage.

Contractor shall notify Hanover Township, and Deigan & Associates, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xi. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Hanover Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

23. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph L below.

24. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Hanover Township and Deigan & Associates, LLC, and agrees not to make any claim or demand for such damages against Hanover Township and Deigan & Associates, LLC.

25. Hazardous Substances.

Contractor shall not cause Hazardous Substances to be brought upon or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of Hanover Township ("Owner's Property") by Contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Indemnified Parties (described above) and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from Hanover Township or Deigan & Associates, LLC. Contractor shall immediately notify Hanover Township and Deigan & Associates, LLC, both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

26. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

27. Change Orders.

(A) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (Le., other than minor field changes), a written Change Order shall be prepared by the Owner's Representative. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that Hanover Township shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended).

(B) All change orders will be calculated based solely on Contractor's Unit

Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Owner's Representative, in that said Unit Pricing already reflects Contractor's overhead and profits.

28. Relationship of the Parties.

- A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to Hanover Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of Hanover Township, and therefore is not entitled to any benefits provided to employees of Hanover Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Hanover Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of Hanover Township. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Hanover Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.
- B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither Hanover Township, nor the Deigan & Associates, LLC, shall have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby.

29. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof.

30. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

31. Permits and Bonds.

Contractor shall obtain at its sole cost any and all other bonds, permits and approvals from any federal, state and/or local government and/or agency or body thereof that has jurisdiction over the Project Site and/or Project Work, including, but not limited to, the City of Elgin. The cost of such bonds, permits, and approvals is included in the contract sum.

32. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to Hanover Township as follows:

- A. That it will not discriminate against any employees or applicant for employment because of membership in a protected class, including, but not limited to, race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of membership in a protected class, including, but not limited to, race, color, religion, sex, marital status, national origin, or

ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act to a certain compliance with the Illinois Human Rights Act.
- G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

33. Severability.

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

34. No Waiver of Immunities and/or Privileges.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, and/or any of their respective officials, officers, employees, volunteers and/or agents; such immunities and privileges are expressly reserved.

35. Miscellaneous.

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by Hanover Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- H. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- I. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 GENERAL

- A. Furnish all labor, materials, tools, equipment, appurtenances, incidentals and all services necessary to perform all Work required at the lump sum or unit prices for the items listed herein.
- B. The items listed in Section 1.02 refer to, and are the same items as listed in the Bid Form (Section 01015) and constitutes the pay items for the completion of the Work.
- C. Original copies of paid freight bills, trucking slips, bills of lading, landfill scale tickets, and paid invoices for materials used in the work shall be submitted to the Owner through the Owner's Representative.
- D. Lump sum and unit price bids shall include an amount considered to be adequate to cover all overhead burden and profit for each separately identified item and any and all landfill fees and taxes.
- E. Should a quantity variation require an extension or shortening in contract time, Contractor shall be notified in writing within ten (10) working days of knowledge of the variation in quantities to provide sufficient justification for the extension as required by the Owner.

1.02 UNITS OF MEASURE

- A. **Item 1 – Mobilize/Demobilize**
 - 1. Measurement will be based upon 100% completion of mobilization and demobilization.
 - 2. Lump sum payment will be full compensation for mobilization and demobilization.
- B. **Item 2 – Unearthed Debris, Rubble, Trash Disposal**
 - 1. Any additional rubble or concrete that is unearthed and requires removal to perform soil work per the Owner's Representative will be paid per the unit price bid based on weight tickets from the local, licensed solid waste transfer station or landfill.

C. Item 3 – Site Preparations Erosion Control/Silt Fence

1. Measurement will be based upon 100% completion of installation of the erosion control/silt fencing.
2. Lump sum payment will be full compensation for erosion control/silt fencing measured in place by linear foot.

D. Item 4 – Final Clearing and Grubbing

1. Measurement will be lump sum job complete. Mobilize all equipment and personnel to clear vegetation scrub/shrubs and trees of 6” diameter and less from work area. Also included in the Scope of work is removal of certain field marked trees of 6” to 10” in diameter. Some fallen trees and cut brush/stumps/logs are present and are to be removed. Large trees greater than 24” in diameter shall remain and be protected. The area to be cleared is approximately 0.5 acre. Chips may be spread and remain on-site. Concrete foundations and limited debris may be present on ground surface.

2. Lump sum payment will be full compensation for clearing and grubbing.

E. Item 5 - Concrete foundation removal, breakout, loading, transport and disposal/recycle at commercial yard

1. Measurement will be lump sum job complete.
2. Payment will be at the lump sum price bid and shall include excavation, loading, transportation, and disposal by Contractor. This pay item applies to the two (2) identified concrete foundations. Any rebar removal or processing required for acceptance at the concrete recycling crusher shall be included in the LS price.

F. Item 6 - Site Re-grading

1. Measurement will be based upon 100% completion of the slope re-grading as directed and verified by the Owner’s Representative.
2. Lump sum payment will be full compensation for all labor, equipment, and materials required to complete the work.

G. Item 7 – Placement of 3-foot thick clean soil barrier

1. Measurement will be based upon 100% completion of the clean soil barrier as directed and verified by the Owner’s Representative.

2. Payment will be made at the actual unit price bid and shall include full payment for furnishing, hauling, placing and grading the material at the required locations. Trucking tickets shall be furnished by the contractor as basis for payment at 12 CY per semi-trailer truck load.

H. Item 8 (Alternate) - Soil Excavation, Transport and Disposal as Non-Special/Solid Waste

1. Measurement will be per ton based on actual quantities as verified by load weight tickets from landfill scale and manifests.
2. Payment will be at the unit price bid and shall include excavation, loading, transportation, and disposal by Contractor. Weight tickets and manifests shall be furnished by the contractor as basis for payment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

SECTION 01060 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

- A. All Work shall be conducted in accordance with applicable state and federal regulations and industry standards including Illinois Administration Code Title 41 Part 170. Work shall also comply with the requirements of Occupational Safety and Health Act of 1970, regulations 29 CFR 1910, or with local or state occupational safety and health regulations enforced by an agency of the locality of state under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).
- B. The Contractor shall be responsible for notifying the OWNER's Representative prior to commencement of Site activities.
- C. The Contractor shall be responsible for obtaining dig permits and all other permits for performing the Work specified in the Scope of Work.
- D. Soil removal activities shall comply in all respects with the city, county, state, and federal regulations.
- E. Prosecution of the Work shall comply with all laws applicable to the Work (unless different requirements are specifically designated in the Contract documents) and with the required permits. Persons employed on the Work shall discharge their respective responsibilities consistent with all applicable laws and permits for the Work.
- F. Unless expressly required by any laws or permits, neither the Owner nor the Owner's Representative shall be responsible for monitoring the Contractor's compliance with any Laws, the State Construction Code, or any permits.
- G. Hazardous Materials Conditions: The Contractor shall use, handle, store, dispose, process, transport and transfer any material considered a Hazardous Material in accordance with federal, State, and local laws. If the Contractor encounters any material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall 1) immediately stop all affected Work; 2) give written notice to the Owner's Representative of the conditions encountered; and, 3) take appropriate health and safety precautions.
- E. COOK COUNTY Watershed Management Ordinance (WMO), if applicable.
- F. NPDES Permit: This project is to be done according to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site

Activities, ILR10 and any site-specific NPDES permit for the properties, if applicable.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

SECTION 01155 ON-SITE HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Contractor is responsible for safe work practices, safe operation of equipment; and safety of employees and other persons or organizations during progress of Work on-site.
- B. Work shall be performed in accordance with appropriate level of personal protection as defined in HASP, level D. Workers contacting soil shall have proper level of training per OSHA.

1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Contractor shall plan for and ensure applicable personnel comply with basic provisions of OSHA Safety and Health Standards (29 CFR 1910), and General Construction Standards (29 CFR 1926), as applicable to specific tasks.
 - 2. The Contractor shall comply with applicable government laws and regulations having jurisdiction for safety of persons or property.

1.04 OWNERS REPRESENTATIVE'S RESPONSIBILITIES

- A. When Owner's Representative is required to be present on Project site to perform engineering services, the Owner's Representative will comply with Contractor's safety plans, programs, and procedures.
- B. If the Owner's Representative determines the Contractor's safety plans, programs, and procedures do not provide adequate protection for the Owner's Representative, the Owner's Representative may direct its employees to leave Project site or implement additional safeguards for the Owner's Representative protection. If taken, these actions will be in furtherance of the Owner's Representative responsibility to its employees only, and the Owner's Representative will not assume responsibility for protection of other persons affected by Work.
- C. If the Owner's Representative observes situations which appear to have potential for immediate and serious injury to persons, the Owner's Representative may warn persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and the Owner's Representative will not, by issuance of any such warning, assume responsibility to issue future warnings or any general responsibility for protection of persons affected by Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

SECTION 01300 SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

The following submittals are required prior to project initiation:

- A. Maintain all appropriate insurance coverage for execution of the Work as stated herein. .
Submit sample insurance certificate with bid package and current insurance certificates to the Owner within fifteen (15) calendar days of Contract award.

1.02 CONSTRUCTION SCHEDULE

- A. Within five (5) days after receiving a Notice to Proceed, the Contractor must prepare and submit to the Owner's Representative for approval, the schedule. The schedule must show:
 - 1. The principal tasks specified in the payment schedule.
 - 2. The date and duration of Work for each task, including scheduled soil removal date and completion date.
- B. If, in the judgment of the Owner's Representative, Work actually in place falls behind that schedule, the Contractor must take action as necessary to improve its progress. In addition, the Owner's Representative may require the Contractor to submit a revised schedule to make up loss in schedule progress.
- C. Once work is started contractor must continuously perform work on each consecutive normal business day until complete except for weather-related or agreed upon shutdowns.
- D. Failure of the Contractor to comply with these requirements will be considered grounds for termination by the Owner.

1.03 PROPOSED LANDFILLS & TRUCK ROUTES

- A. Advanced Disposal Orchard Hills Landfill located in Davis Junction, Illinois has been selected as the disposal facility for this project. Provide a Truck Route Plan for review and approval.

1.04 OWNER'S REPRESENTATIVE REVIEW OF SUBMITTALS

- A. When submittals are reviewed by the Owner's Representative on behalf of the Owner, each submittal must be returned to the Contractor with comments made by the Owner's Representative. The Contractor shall revise the submittal in response to the comments made by the Owner's Representative.

1.05 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. In accordance with the Department of Labor, Occupational Safety and Health Administration (OSHA) regulations on Hazard Communication, 29 CFR Part 1926.59 (e)(1) and (2), the Contractor must comply with the following:
 - 1. Within thirty (30) days after receipt of a notice to proceed, the Contractor must submit to the Owner's Representative, in duplicate, a list of all hazardous materials to be used on the job and an MSDS for every hazardous material (as defined by OSHA's Hazard Communication Standard) that the Contractor or subcontractors intend to use on the site.
 - 2. Work requiring the use of hazardous materials cannot proceed until after the Owner's Representative has reviewed the MSDS and has approved the use of the hazardous materials.

1.06 CLOSEOUT SUBMITTALS - as applicable

- A. Waste Characterization Data Sheets for landfill acceptance (To be provided by the Owner's Representative).
- B. All Disposal weigh tickets.
- C. Illinois Environmental Protection Agency Waste Manifests: original copies and one duplicate, of manifests for contaminated solid and liquid disposal.
- D. Trucking Tickets for the clean fill material.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

**SECTION 01700
PROJECT CLOSEOUT**

PART 1 GENERAL

1.01 GENERAL

- A. The Work shall be substantially complete prior to requesting final inspection.
- B. Final cleaning: Remove debris, waste, surplus materials, rubbish and construction facilities from the Site and execute final cleaning prior to inspection.
- B. Submittals as required in Section 01300.
- C. Verification by Owner's Representative that all Contractor-related punchlist items have been satisfactorily completed.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

SECTION 02100 SITE PREPARATION

PART 1 GENERAL

1.01 ERECTION OF BARRICADES

- A. Contractor must erect the necessary warning signs and barricades to ensure the safety of all employees.
- B. These signs must be in compliance with OSHA standards and must be installed immediately upon beginning the work.
- C. Conditions at all project sites must conform strictly to all OSHA regulations. The Contractor is solely responsible for enforcing these regulations.
- D. Utilities, curbs, overhead lines, fences and property features shall be protected by CONTRACTOR, as necessary.
- E. Roads shall be cleaned of any mud tracking at each work day. Contractor shall provide street sweeper if necessary.
- F. Erosion protection shall be provided in accordance with NPDES and stormwater Best Management Practices (BMPs) requirements, if applicable.

1.02 LAYOUT OF WORK

- A. The Contractor must lay out its work and is responsible for all measurements based on them. The Contractor must furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work. The Contractor is responsible for the execution of the work to those lines and grades established or indicated by the Owner.
- B. Change Orders: Layout of the grading/barrier and/or excavation area may be altered to fit unknown Site conditions. A written estimate shall be submitted to the Owner's Representative describing the proposed changes and associated costs. Change Orders shall be authorized by the Owner in writing prior to execution. The Owner shall not be held accountable for Work performed without written approval.
- C. The premises and the job site shall be maintained in a neat and organized condition and be kept free from accumulations of waste materials and rubbish during the entire construction period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

SECTION 02150
C-SOIL REMOVAL, TRANSPORT, DISPOSAL

PART 1 GENERAL

1.01 SUMMARY

- A. An additional, if ordered by Owner, task includes some limited excavation, removal, and disposal of designated areas and depths of highest concentration or “hot spots” in the contaminated fill soil. Contaminated soils will be excavated and transported to a licensed landfill having the required permits to treat and/or dispose of the soil contaminants and concentrations. Excavation areas will be graded with surrounding remaining fill soil and covered with the three-foot thick clean imported soil barrier layer which meets IEPA’s TACO residential standards.

1.02 SUBMITTALS

- A. Landfill approval will be obtained by the Owner’s Representative and provided to the CONTRACTOR. Owner and Owner’s Representative will obtain waste profile lab analysis.
- B. Submittals shall be in accordance with Section 01300.

1.03 PROJECT/SITE CONDITIONS

- A. The Site has been subject to limited soil and groundwater sampling and analysis. Unknown or unidentified hazardous materials or unidentified debris may exist in the project area. If these materials are encountered during the work activities, the Contractor shall notify the Owner’s Representative. Debris shall be managed with the soil. Concrete shall be separated for recycling off-site or stockpile on-site, as directed by Owner.
- B. Contractor shall JULIE locate all existing utilities prior to start of Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Backfill excavation with existing surrounding soil as part of the re-grading activities or clean fill material meeting IEPA Residential TACO Standards (35 IAC Part 742) if ordered and as directed by Owner’s Representative.
- B. Crushed aggregate stone or commercial recycled crushed concrete will not be allowed to be utilized as backfill material unless approved by the Owner’s

Representative. If utilized for haul roads it shall be removed at completion of work by contractor.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect open excavations with barricades.
- B. Load soil to stockpile or direct to trucks. Separate concrete and foundations from soil for off-site recycling.
- C. Owner's Representative will prepare the required manifests necessary for the transportation and disposal of the soils. OWNER or Owner's Representative will sign manifests. The signed manifests will be provided to the Contractor.

3.02 TRANSPORT SOIL

- A. Transport soil w/debris per IDOT and IEPA requirements.
- B. Tarp dusty loads.
- C. Do not transport free liquids in soil loads.
- D. Adhere to approved truck route only.

3.03 BACKFILL (if Ordered)

- 1. The excavation shall be backfilled with the existing surrounding soil as part of the re-grading activities or the clean fill material and graded.

3.04 LANDFILL DISPOSAL

- A. All loads shall arrive and be tipped at the landfill the day they are loaded.
- B. The Contractor will pay any delay or demurrage not solely caused by OWNER.

3.05 CONCRETE RECYCLING

- A. Process, load and transport concrete to commercial crusher for recycling.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

***** END OF SECTION *****

NOTICE TO BIDDERS

Hanover Township ("the Township") is accepting sealed bids for the Township's Site Restoration/Soil Remediation project at the former Izaak Walton League Property, located in Cook County, Illinois, including, but not limited to, final clearing and grubbing, access improvement, slope re-grading, removal and off-site disposal of slag/foundry residuals and placement of a three foot thick clean soil barrier layer over the area of fill soil on the property complying with IEPA standards, and in strict compliance with the Contract Documents prepared by Deigan & Associates, LLC, (the "Project Work"). Copies of said bid documents may be obtained from the Hanover Township Clerk at the Township Office at 250 South Route 59, Bartlett, Illinois, 60103, (Phone 630/837-0301) during regular business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, beginning May 29, 2014

Sealed bids must be submitted on forms furnished by the Township, and will be accepted at the Township office, 250 South Route 59, Bartlett, Illinois 60103 (the "Township Office"), Attention: Katy Dolan Baumer, Hanover Township Clerk until 10:00 a.m., June 12, 2014, at which time said bids will be publicly opened and read aloud. Each bid must be accompanied by a bid bond, certified check, cashier's check or bank draft in an amount equal to ten percent (10%) of the bid amount made payable to Hanover Township.

The Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project Work.

The successful Bidder for the Project Work will be required to submit: (a) a Performance and Payment Bond in the amount of 110% of the Contract Sum, made payable to Hanover Township, in form acceptable to the Township, cosigned by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois or (b) an Irrevocable Letter of Credit in the amount of 110% of the Contract Sum guarantying Contractor's obligations under the Contract Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Township, to guaranty the performance of contractor's obligations under the Contract Documents and the payment of all labor and materials furnished for the Project Work, including but not limited to compliance with the Illinois Prevailing Wage Act. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Contract Sum.

It is anticipated that the Township will award the Contract to the successful Bidder on or about June 17, 2014. The Project Work must be performed in strict compliance with the Contract Documents.

The Township reserves the right to reject any and all bids, accept all or part of a bid, and to waive minor irregularities and nonconformities in any bid when it is in the best interests of the Township.

/s/ Katy Dolan Baumer
Hanover Township Clerk

Published in the Daily herald on May 28, 2014

BID PROPOSAL FORM & PAYMENT SCHEDULE

Contractor Name: _____

Address: _____

Telephone/Fax/Email _____

To: Hanover Township
250 South Route 59
Bartlett, IL 60103

Project: Izaak Walton Site Restoration/Soil Remediation

Having read the Specifications, examined the drawings, and read the Contract Documents prepared by Diegan & Associates for the Izaak Walton Site Restoration/Soil Remediation Project, and having also received, read, and taken into account all Addenda (if any) thereto as follows: Addendum No: _____

And having inspected the site and the conditions affecting and governing the Project Work, the undersigned proposes to furnish all material and perform all labor as specified and described in the Specifications, Drawings, and Contract Documents, for the following stipulated sums:

(Please provide a unit price for all bid items regardless of quantity.)

| Item No. | Description | Unit of Measure | Estimate Quantity | Unit Price | Extended Price |
|------------------|--|-----------------|-------------------|------------|----------------|
| 1 | Mobilize/Demobilize | LUMP SUM | 1 | | |
| 2 | Unearthed Debris, Rubble, Trash Disposal (If Encountered) | Ton | 10 | | |
| 3 | Erosion Control/Silt Fence | Linear Feet | 500 | | |
| 4 | Final Clearing & Grubbing | LUMP SUM | 1 | | |
| 5 | Remove Concrete Foundations, Transport, Dispose/Recycle Off-site | LUMP SUM | 1 | | |
| 6 | Slope re-grading (See Attached Drawing) | LUMP SUM | 1 | | |
| 7 | Placement of 3-foot thick clean soil barrier, including grading | CY | 600 | | |
| | TOTAL BASE BID AMOUNT =>> | | | | |
| 8 (Alternate) | Load, Transport and Dispose Soil to Advanced Disposal Facility located in Davis Junction, IL. as Non-Special waste | TON | 300 | | |
| | TOTAL BID AMOUNT INCLUDING ALTERNATE | | | | |

In submitting the bid, the undersigned agrees;

1. To enter into the Izaak Walton Site Restoration/Soil Remediation Project Agreement with Hanover Township and to perform the work as drawn and specified for the stated amounts regardless of quantity discrepancies. No additional payments will be made due to quantity discrepancies.
2. To hold the bid open for 60 days after bid opening.
3. To enter into the Izaak Walton Site Restoration/Soil Remediation Project Agreement with Hanover Township within 10 days of the Notice of Award.
4. To furnish a Performance and Payment Bond in the amount of 110% of the amount of the contract sum in accordance with Paragraph 16 of the Instructions to Bidders.
5. To furnish evidence of insurance in accordance with Paragraph 26 of the Instructions to bidders, including but not limited to furnishing certificates of insurance and additional insured endorsements prior to commencing the Project Work.
6. To forfeit the Bid Security to Hanover Township as payment of damages due to delay if the undersigned fails to enter into the Izaak Walton Site Restoration/Soil Remediation Project Agreement as required.
7. To begin the work no later than the date specified in the Contract Documents and to substantially complete the work no later than the date specified in the Contract Documents.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature/Title

Company: _____

Subscribed and sworn to before me this
_____ day of _____, 2014

Notary Public

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service.

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2014

Notary Public

**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to the Hanover Township Road District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____, 2014

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2014

Notary Public

**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
AND REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that _____(Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract. The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2014

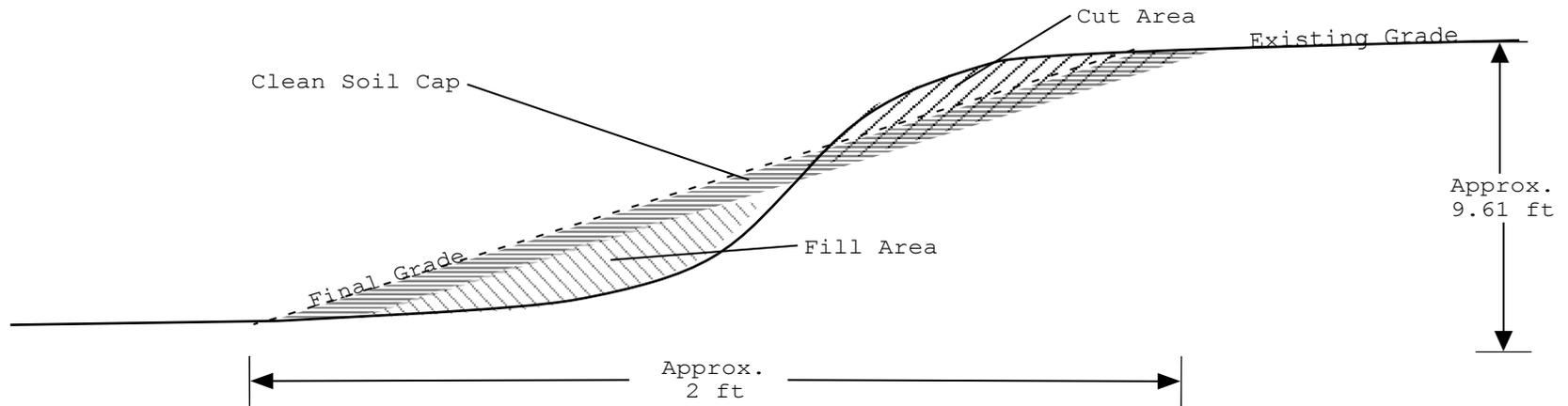
Notary Public



Former Izaak Walton League Property
 Kirk Street and Houston Avenue
 Elgin, IL 60085

FIGURE 1
 SITE LOCATIONS AND LAYOUT

Deigan & Associates, LLC
 Environmental Consultants
 Libertyville, IL
 www.deiganandassociates.com



***Drawing NOT to scale**