

**PARKING LOT IMPROVEMENT PROJECT TO HANOVER TOWNSHIP**  
**TOWN HALL AGREEMENT**

This Parking Lot Improvement Project to Hanover Township Town Hall Agreement ("Agreement") is entered into this \_\_\_\_\_ day of July, 2015, between Hanover Township, an Illinois Township located in Cook County, Illinois (the "Township" or "Owner") and Abbey Paving & Sealcoating Co., Inc. ("Abbey" or "Contractor") (collectively the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

**1. Project Work.**

- A. Project Work shall mean the Parking Lot Improvement Project to Hanover Township Base Bid Work, and the Alternate Work, if any, as defined below.
- B. The "Project Site" shall mean the Township Town Hall, located at 250 S. IL Route 59, Bartlett, Illinois, 60103.
- C. "Engineer or "Owners Representative" shall mean Spaceco, Inc., located at 9575 W. Higgins Road, Suite 700, Rosemont, Illinois, 60018.
- D. Base Bid Work shall mean all work pursuant to the terms of the accepted Bid by Contractor.

**2. Alternate Work.** Alternate work shall mean any and all additional Project Work, pursuant to the terms of the Contractor's accepted Bid, in the sole discretion of the Township. Within fourteen (14) days of Contractor mobilization at the Project Site, the Township and Spaceco, Inc., shall determine whether the Alternate Work is necessary. In the event that the Township and Spaceco, Inc. determine that the Alternate Work is necessary, a written Notice to Proceed with the Alternate Work will be provided to the Contractor.

**3. Completion Date.** Abbey shall commence the Project Work on or about August 3, 2015, and shall diligently prosecute the work in such a manner and with such materials, equipment, and labor, and shall insure the Project completion within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the contract. Time is of the essence. Once started, work shall continue without extended interruption. The completion date shall be no later than September 11, 2015.

**4. Payment Terms.** All payments under this Agreement shall be based on the unit prices set forth in the attached Bid Proposal Form and Payment Schedule submitted by Contractor (including the unit prices for the Alternate Work, in the event that Owner and Engineer determine that the Alternate work is necessary) (the "Contractor's Bid Proposal") and based on actual quantities supplied and installed/constructed by Contractor in accordance with

the terms and conditions of the contract documents, as determined and certified by the Engineer. See attached hereto as Exhibit A. Specifically, the Owner accepts the following prices from the Contractor's Bid Proposal:

<u>Phase 1:</u>	<u>One hundred thirty-seven thousand four hundred twenty-four dollars and 75/100 (\$137,424.75);</u>
<u>Phase 2:</u>	<u>Forty-four thousand four hundred thirty dollars and 00/100 (\$44,430.00);</u>
<u>Phase 3:</u>	<u>Fifty-eight thousand sixty-three dollars and 00/100 (\$58,063.00);</u>
<u>Phase 4:</u>	<u>Two hundred fifty-six thousand eight hundred twenty-eight dollars (\$256,828.00);</u>
<u>Phase 5:</u>	<u>Twenty-one thousand seventy dollars and 00/100 (\$21,070.00)</u>
<u>Total:</u>	<u>Five hundred seventeen thousand eight hundred fifteen dollars and 75/100 (\$517,815.75).</u>

Neither Owner nor Engineer 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.

Contractor shall provide monthly invoices to the Township throughout the Project Work. It shall be a condition precedent to the Township's obligation to make a monthly progress payments that the Contractor shall have submitted to the Engineer, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents:"

- A. 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.
- B. A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
- C. 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.
- D. All of the Contractor's Progress Payment Documents shall be sworn to and notarized.
- E. Such additional documentation and/or information requested by the Owner and/or Owner's Representative relative to said payment.

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. 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. 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.

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 (i) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (ii) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (iii) 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.

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. Notwithstanding the foregoing, in no event shall the Township's acceptance of the Project Work Contractor's Payment Request Documentation and/or any Certification and/or the Township's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

**5. Material and Equipment Inspection and Responsibility.** Materials and Equipment, 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 Township's written approval must be obtained prior to installation which the Township may withhold in its sole and absolute discretion. All materials used shall meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto. If any material is rejected for failure to meet the requirements of the Illinois

Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto, and a retest is requested, the Contractor shall pay the cost of the demurrage, if any, resulting from delay caused by such retest. Further, nothing in this Agreement shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate needs for such access, including access required to determine whether or not Contractor is in compliance with the terms and conditions of the successful Bid and this Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Bidder occupying the Project site under the authority of this Agreement.

6. **Non-Discrimination.** Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the Township project property on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

7. **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 Spaceco, Inc., 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. Further, Abbey shall meet the requirements of the most current issue of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," all addenda thereto, and any included special provisions, and any and all contracts and sub-grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1057 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency. 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.

Further, Contractor and any and all Subcontractor(s) to this Agreement represent and warrant that, by executing this Agreement, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project if awarded to Contractor. Said

laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations. In addition, the Contractor and any and all Subcontractor(s) specifically state and assure that:

- A. The Contractor and any and all Subcontractor(s) have legal authority to submit the proposal and to execute a contract with Township.
- B. The Contractor and any and all Subcontractor(s) are authorized and consent on behalf of the Township, the Engineer, Spaceco, Inc., and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to these Bid Documents and subsequent Contract, not subject to Federal law, shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce these Bid Documents and subsequent Contract shall take place in the Circuit Court of Cook County, Illinois.
- C. The Contractor and any and all Subcontractor(s) represent and warrant, to the best of their knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor and any and all subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  3. The Contractor shall require that the language of this certification in included in the Bid Documents and subsequent Contract for all

sub-awards with any and all Subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when this Bid was made and any subsequent contract entered into in accordance with the requirements set forth in this Bid and subsequent Contract. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

**8. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Hanover Township, Spaceco, Inc., 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.

**9. Binding Obligation and Non-Assignability.** The successful Bid and this Agreement shall be binding upon and inure to the benefit of the Township and Abbey and their respective successors and assigns. Notwithstanding the foregoing, Abbey shall not assign, lease, or sub-lease the successful Bid or this Agreement without the express written consent of the Township which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

**10. Taxes.** The 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 Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor 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. Notwithstanding the foregoing, it shall be

Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the bid amount submitted by Contractor.

**11. 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. Further, Contractor expressly acknowledges that the Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project site for the purposes set forth herein, or for any other purpose or use, express or implied, by the Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Contractor accepts use of the Project site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Project site to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

**12. 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 it 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. The Township, Spaceco, Inc., 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 the Township and Spaceco, Inc., 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 the Township and Spaceco, Inc., 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

2. 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.

3. Notice of Personal Injury or Property Damage.

Contractor shall notify Hanover Township, and Spaceco, Inc., 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.

4. 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.

**13. Bonds and/or Letter of Credit.** Prior to commencement of the Project Work, Contractor must submit to the Township: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to the Township, co-signed 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 one hundred ten percent (110%) of the accepted Bid Sum, guarantying Contractor's obligations under the Bid and this Agreement issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Contractor's obligations under the Bid and this Agreement 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 Contractor shall also be required to furnish an IDOT Permit Bond as provided in the Bid and this Agreement. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal. The Township, as well as the Engineer, Spaceco, Inc., shall be named additionally insured on all Insurance Certificates, in accordance with Section 12 above. Failure to comply with the conditions set forth in the Bid Documents or this Agreement may result in the termination of a successful Bid and this subsequent Agreement or may result in Default, in accordance with Section 15 below. In such event, the Contractor may be liable for any costs of performing the work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to the Contractor. All differences after exhaustion of the Bid guarantee shall be charged to the Contractor.

**14. Illinois Prevailing Wage Act.** All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Repair Work, Restoration Work and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq. ) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. A copy of the prevailing wages for Cook County for the month of July 2015, is attached hereto.

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 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 Wages. Any increase in costs to the Contractor due to changes in the Prevailing 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 Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed.

The Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law (with the most stringent requirements controlling), 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 above mentioned Acts, including but not limited to providing certified payrolls to the Township in accordance with said applicable law (i.e., the most stringent requirements).

**15. 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 attorneys' fees, subject to Sections 17 and 20 below.

**16. Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Central Standard Time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:  
Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road  
Aurora, IL 60502  
Attention: Joseph Madden

If to Architect:  
Spaceco, Inc.  
9575 W. Higgins Road, Suite 700  
Rosemont, IL 60018  
Attention: Thomas McCabe

If to the Township:  
Hanover Township  
250 S. IL Route 59  
Bartlett, Illinois 60103  
Attention: James Barr, Township Administrator

With a copy to:  
Kopon Airdo, LLC  
233 S. Wacker Drive, Suite 4450  
Chicago, IL 60606  
Attention: Michael A. Airdo  
Fax: 312-506-4460

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. **Limitation on the Township'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 Township, the Architect, and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Township, Spaceco, Inc., and/or other Indemnified Parties.

18. **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.

19. **Proposal Agreements.** In accordance with the advertisement, conditions, and specifications attached hereto and which are a part hereof, the undersigned Contractor proposes to furnish all supervision, labor, materials, and equipment and to perform all work named and described in the Bid, for the sum of the products obtained by multiplying each of the estimated quantities tabulated in the Schedule of Prices, by the respective unit prices submitted. It is understood and agreed that the Township reserves the right to cancel the entire Contract or any part thereof, if conditions, over which the Township has no control, which would force the

halting or cancelling of this Agreement by the Township.

**20. Delays in Project Work.** Notwithstanding all provisions 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 Project 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.

**21. Change Orders.** 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 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).

All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Bid Proposal and Payment Schedule 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.

**22. Relationship of the Parties.** 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.

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 Spaceco, Inc., 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.

23. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

24. **Assumption of Liability.** To the fullest extent permitted by law, Contractor, its employees, agents, or anyone acting on behalf of any of them, assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable the Project, by Contractor, its employees, agents, and/or anyone acting on behalf of any of them. Contractor is aware of the risks associated with the Project and Contractor voluntarily assumes those risks in consideration of the Project herein. The Township shall not be liable for any damage occasioned by failure to keep the Project property in repair and shall not be liable for any damage caused to any part of the Project site, property, or premises. Contractor agrees to indemnify and hold harmless the Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to the Contractor, its Bid, the subsequent Contract, or any fulfillment of the Project. Furthermore, the Township shall not be liable for any damages of any kind in the event the Township Project property becomes unusable to Contractor for whatever reason.

25. **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 Village of Bartlett. The cost of such bonds, permits, and approvals is included in the contract sum.

26. **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 the Township, the County of Cook, and/or any of their respective officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

27. **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.

**28. 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 the Township as follows:

- A. That it will not discriminate against any employee or applicant for employment because of 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 race, color, religion, sex, sexual orientation, 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 and the Department's Rules and Regulations.

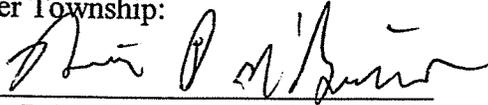
- G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting award under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of 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.

29. **Miscellaneous.** 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. This Agreement may be executed in any number of counterparts, and by the 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. 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. 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. In construing this Agreement section headings shall be disregarded. Time is of the essence of this Agreement and every provision contained herein. 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. 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. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

ACCEPTED:

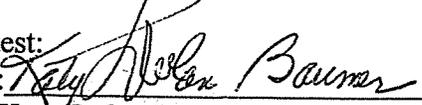
Hanover Township:

By:

  
Brian P. McGuire, Township Supervisor

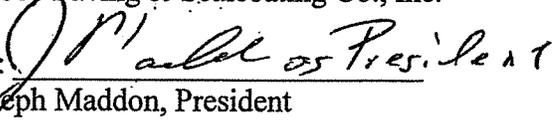
Attest:

By:

  
Katy Doian Baumer, Township Clerk

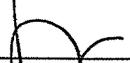
Abbey Paving & Sealcoating Co., Inc.

By:

  
Joseph Maddon, President

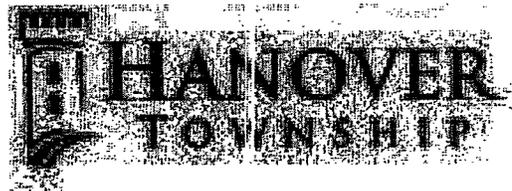
Attest:

By:

  
Title Contract Administrator

# EXHIBIT A

**PROPOSAL FOR:  
PARKING LOT RECONSTRUCTION:  
HANOVER TOWNSHIP  
TOWN HALL**



**HANOVER TOWNSHIP  
250 South IL Route 59  
Bartlett, Illinois 60103**

**June 15, 2015**

**BIDS DUE: 9:00 AM  
Tuesday, June 30, 2015  
At: Hanover Township Town Hall  
BID OPENING @ 9:00 AM  
SPACECO, INC Job # 7146.02**

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<b>Tab</b>	<b>Cover Sheet</b>
	<b>Index</b>
<b>1</b>	<b>Proposal</b>
<b>2</b>	<b>Special Provisions</b>
<b>3</b>	<b>Prevailing Wages</b>

1 PAGE 207 00

# Contract Bid Schedule

TO: Steve Spejcher  
Director  
Department of Facilities and Maintenance  
250 South IL Route 59  
Bartlett, Illinois 60103

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

See Page 2.

## NOTICE TO BIDDERS

Hanover Township ("Township") is accepting sealed bids for the Hanover Township Parking Lot Improvement Project ("Project") for the Township Town Hall located in Cook County, Illinois. For more information regarding the Project, please contact Thomas McCabe, Project Manager, Telephone 847-696-4060. Copies of the Bid Documents may be obtained from the Township Town Hall located at 250 South IL Route 59, Bartlett, Illinois, 60103, Telephone 630-837-0301, during regular business hours of 8:30 A.M. to 4:30 P.M., Monday through Friday, excluding holidays, beginning June 15, 2015.

There will be a mandatory Pre-Bid Meeting for all contractors interested for bidding on the Project. The meeting shall be onsite on Monday, June 22, 2015, at 9:00 A.M. In order to receive plans and specifications for the Project, a non-refundable fee for plans and specifications of twenty-five dollars (\$25.00) is required to be made payable to Hanover Township.

Sealed bids shall be submitted to the Township, and shall only be accepted by the Township, on forms furnished by the Township, and will be accepted by Katy Dolan Baumer, Hanover Township Clerk, located at the Township Town Hall, 250 South IL Route 59, Bartlett, Illinois 60103. All Bids shall be submitted before 9:00 A.M. on June 30, 2015, at which time said Bids will be publicly opened and read aloud. 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 amount made payable to Hanover Township. All Bidders shall be pre-qualified with Illinois Department of Transportation ("IDOT") to perform road construction. All Bidders shall include their IDOT "Certificate of Eligibility" with their Bid Proposal and Minimum Qualification Documentation as described in the Special Provisions of the Bid Documents.

The Davis Bacon Act and the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project Work. Minority-owned and women-owned business are encouraged to submit bids for the Project.

The successful Bidder for the Project, upon being given a written "Notice to Proceed" (Contract Award), shall be required to submit the following: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to the Township, co-signed 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 one hundred ten percent (110%) of the accepted Bid Sum, guarantying successful Bidder's obligations under the Bid Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Bidder's obligations under the Bid Documents and the payment of all labor and materials furnished for the Project, including but not limited to, compliance with the Davis Bacon Act and the Illinois Prevailing Wage Act. The successful Bidder shall also be required to furnish an IDOT Permit Bond as provided in the Bid Documents. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal.

It is anticipated that Hanover Township will award the Contract to the successful Bidder on or about July 7, 2015. The Project work must be performed in strict compliance with the Bid Documents and subsequent Contract and shall begin on or about August 3, 2015, and be completed no later than September 11, 2015.

The Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of the Township, the best interests of the Township will be promoted thereby.

Published in the Daily Herald on June 10, 2015.

## INSTRUCTIONS AND PROJECT SPECIFICATIONS TO BIDDERS

### ATTACHED DOCUMENTS

- Plans – Sheets C1 to C7
- Special Provisions
- Prevailing Wages

### GENERAL CONDITIONS

1. The official name and location of the Project shall henceforth be known as:

Parking Lot Improvement Project to the Hanover Township Town Hall  
250 South IL Route 59  
Bartlett, IL 60103

One (1) originally signed Bid Form must be submitted in an envelope marked "Parking Lot Improvement Project to the Hanover Township Town Hall," to be received by 9:00 A.M. on June 30, 2015, made to the attention of Katy Dolan Baumer, Township Clerk, 250 South IL Route 59, Bartlett, IL 60103. Bids must be sealed, marked, and addressed as directed. Failure to comply may result in premature opening of, or a failure to open, such Bid.

The submitted Bids must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person signing the Bid.

2. The Bidder shall submit, and Hanover Township ("Township") shall only accept, Bidder's proposal on the forms furnished by the Township. Failure to submit the following items, as a minimum, shall disqualify Bidder's Bid:

- Proposal;
- Any and all Addendum, correctly followed and included in the submitted Bid;
- Bid Bond;
- Certification Letter for obtaining the Performance and Payment Bonds;
- Illinois Department of Transportation's Certificate of Eligibility (Pre-Qualification);
- Certificate of Liability Insurance, which shall meet or exceed the requirements of Article 107.27 of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction and any modification thereof; and
- Additional required items, typewritten and on Bidder's letterhead:
  - Construction Schedule, separating tasks and durations of tasks;
  - Name(s) of Superintendent and/or Foreman;
  - Name(s) and Address(es) of Subcontractor(s);
  - Name(s) and Address(es) of Material Supplier(s); and
  - Federal Employer Identification Number (FEIN) of Contractor and all Subcontractor(s).

In the event of any conflict between the terms and conditions of any of the Bid Documents and subsequent Contract, the most stringent and demanding requirements shall control.

3. Any explanation desired by a Bidder regarding the meaning or interpretation of any section, portion, term, etc., of these Instructions and Project Specifications shall be requested in writing and with sufficient time allowed for a reply to reach each Bidder before the Bid due date.

Any interpretation made by Engineer, SPACECO, Inc., will be in the form of an Addendum to these Instructions and Project Specifications and will be furnished to all prospective Bidders electronically. Addendum receipt by the Bidder shall be acknowledged in the space provide on the Bid Form or by letter received before the Bid due date. Oral explanations or instructions given before the award of the successful Bid shall not be binding.

The terms of the subsequent Contract, in regards and relations to any interpretation, supersedes any prior commitment or Contracts the successful Bidder has or will have with the Township with respect to the scope of work.

4. It is **mandatory** that Bidders attend the Pre-Bid Meeting, onsite on Monday, June 22, 2015, at 9:00 A.M, in accordance with the Notice to Bidders. Bidders who wish to visit the site after the Pre-Bid Meeting may do so through appointment only by contracting the Project Manager, Thomas McCabe, Telephone 847-696-4060.
5. The Bid shall be executed properly and the Bidder shall indicate in figures, a unit price for each of the separate items called for in the Bid. Before submitting a Bid, the Bidder shall carefully examine all documents pertaining to the Project and visit the site to verify conditions under which work will be performed. Failure to do so will not relieve the successful Bidder from the responsibility of properly estimating the difficulty or cost of successfully performing the work.

Submission of a Bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with the Project site, facilities, and difficulties, the requirements of these Instructions and Project Specifications, and of pertinent State or Local Codes, the current Labor and Material Markets, and has made due allowance in his/her Bid for all contingencies. Include in Bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance, and contingencies, with overhead and profit necessary to complete the Project, or to complete portions of the work covered by these Instructions and Project Specifications on which Bid is made, including all trades, without further costs to the Township, and to obtain all permits, perform the specified testing, arrange for all inspections, and pay all associated fees and costs incurred.

No plea of ignorance of conditions that exists or of conditions or difficulties that may be encountered in the execution of the Project as a result of the failure to make necessary investigations will be accepted as an excuse for any failure or omission on the part of the Bidder to fulfill in every detail all of the requirements of these Instructions and Project Specifications, nor will be accepted as a basis for any claims whatsoever, for extra compensation.

The Bid shall show the product of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products.

6. 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 amount made payable to Hanover Township. All Bidders shall be pre-qualified with Illinois Department of Transportation ("IDOT") to perform road construction. All Bidders shall include their IDOT "Certificate of Eligibility" with their Bid Proposal and Minimum Qualification Documentation as described in the Special Provisions of the Bid Documents. Failure to furnish a Bid Bond or other guarantee in the proper form and amount by the Bid due date, may be cause for rejection of the Bid, in the absolute discretion of the Township.

The successful Bidder for the Project, upon being given a written "Notice to Proceed" (Contract Award), shall be required to submit the following: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to the Township, co-signed 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 one hundred ten percent (110%) of the accepted Bid Sum, guarantying successful Bidder's obligations under the Bid and/or 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 six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Bidder's obligations under the Bid and/or Contract Documents and the payment of all labor and materials furnished for the Project,

including but not limited to, compliance with the Illinois Prevailing Wage Act. The successful Bidder shall also be required to furnish an IDOT Permit Bond as provided in the Bid and/or Contract Documents. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal. The Township, as well as the Engineer, SPACECO, Inc., shall be named additionally insured on all Insurance Certificates, in accordance with the INSURANCE section below.

Failure to comply with the conditions set forth in the Bid Documents or subsequent Contract may result in the termination of a successful Bid of subsequent Contract or may result default. In such event, the successful Bidder may be liable for any costs of performing the work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to the successful Bidder. All differences after exhaustion of the Bid guarantee shall be charged to the successful Bidder.

All writing on all Bid Forms shall be in ink or typewritten, except the signature of the Bidder, which shall be written in ink.

7. The Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of the Township, the best interests of the Township will be promoted thereby. Further, the Township reserves the right to postpone the date of presentation and opening of Bids and will give written notice of any such postponement to each interested party who previously submitted a Bid.
8. Award of a successful Bid will be made to the lowest responsible Bidder, as determined by the Township, whose Bid conforms to these Instructions and Project Specification and the provisions of the General Terms and Conditions, provided the Bid price is reasonable and it is in the best interest of the Township to accept it.

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

If a Contract cannot be awarded promptly, the Township shall permit the three (3) lowest Bidders to substitute for the Bank Cashier's Check (or other form of Bid Bond) which the Bidder may have submitted with his/her Bids as Bid Guarantee, a Bid Bond executed by a corporate surety company satisfactory to the Township. Such substitutions shall not be made until a period of fourteen (14) days has elapsed after the date of opening Bids.

The Township may reject any or all Bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents. The Township reserves the right to waive or not waive any irregularities, informalities, or variances in a Bid, or to accept any bid considerate by the Township to be in the best interest of the Township.

9. Scope of work includes all proposed improvements shown on the set of plans titled: "**Site Improvement Plans for Township Complex, Bartlett, Illinois,**" by Engineer, SPACECO, Inc., dated on or before May 22, 2015. This scope of work includes for the successful Bidder to build all the proposed improvements according to the set of plans, special provisions, and all addendum items mentioned in this packet, and in accordance and as required pursuant to the Construction Stakeout.
10. Bidder, having examined Paragraph #9 above and having thoroughly examined the Project site and the pertinent areas adjacent thereto, acknowledge the Project site and pertinent areas adjacent thereto to be accurate and complete insofar as pertinent details are concerned in the Township's set of plans, the undersigned agrees to furnish all labor, supervision, materials, tools, equipment, incidentals and services, and whatever else shall be required for the construction of the enumerated items listed in these Instructions and Project Specifications, the ATTACHED DOCUMENTS, and shall include the cost of these items in the unit prices bid for these units of work.
11. The undersigned Bidder, in submitting this Bid, represents and warrants that his/her 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.

12. The undersigned Bidder in submitting this Bid, represents and warrants that he/she understands that where quantities are listed, those quantities are approximate only, subject to increase or decrease. Further, the undersigned Bidder warrants and represents that in such cases, he/she will accept, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the contract unit prices shown on the CONTRACT BID SCHEDULE contained herein.
13. The successful Bidder shall get written authorization from the Engineer, SPACECO, Inc., to bid for installation of extra material than what is shown in the CONTRACT BID SCHEDULE under the column entitled "QUANTITY."
14. The undersigned Bidder, in submitting this Bid, represents and warrants that if the Township increases, decreases, or alters the improvement, including the elimination of any or all items by an amount not to exceed twenty-five percent (25%) of the total value of the successful Bid price, Bidder shall perform the work as increased, decreased, or altered at the submitted Bid unit price. The undersigned Bidder further represents and warrants that the Township may at any time during the progress of the Project covered by this Bid, order other work or materials incidental thereto and all such work and materials as do not presently appear in the Bid or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Bid, shall be performed as extra work and he/she will accept as full compensation therefore that actual cost plus fifteen percent (15%). The actual cost shall be determined by the Engineer, SPACECO, Inc.
15. The undersigned Bidder, in submitting this Bid, represents and warrants, if Bidder's Bid is accepted, to execute a contract for all work related to the Project and present it to the Township within **FIFTEEN (15) calendar days** after the date of notice of the award of the contract to him/her. The successful Bidder, at the time of executing and presenting the successful Bid contract to the Township, shall also include a list of subcontractors, if applicable, a revised schedule, and any additional information that the Engineer, SPACECO, Inc., or Township may require.
16. The undersigned Bidder, in submitting this Bid, represents and warrants, that he/she will commence work on or about **August 3, 2015**, and shall diligently prosecute the work in such a manner and with such materials, equipment, and labor, and shall insure the Project completion within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the contract. Time is of the essence.
17. **The completion date shall be no later than September 11, 2015.**
18. The undersigned Bidder submits herewith his/her CONTRACT BID SCHEDULE covering the work to be performed under the successful Bid and subsequent Contract he/she understands that he/she must show in the unit prices for which he/she proposes to perform each item of work; and, that if not so done, his/her Bid may be rejected. All references by the STANDARD SPECIFICATIONS to BASIS OF PAYMENT are hereby deleted. Compensation to the successful Bidder shall be made on the basis of the UNIT PRICES and the PAY ITEMS indicated in the CONTRACT BID SCHEDULE and such compensation shall be considered payment in full for all work. All items of work for which there are no pay items shall be considered incidental to the contract, unless otherwise stated the Standard Specifications to Road and Bridge Construction and the Supplemental Specifications and Recurring Special Provisions, latest edition by the Illinois Department of Transportation, shall be adhered to.
19. Bids may be withdrawn by written request received by Township from Bidder, prior to the Bid due date. No Bidder shall be permitted to withdraw his/her Bid for a period of thirty (30) calendar days after the date of opening thereof.
20. Bidder will abide by all applicable Local, State, and Federal Statutes, Rules, and Regulations governing the Project. Payment by the Township shall be in accordance with governing Local, State, and Federal Statutes, Rules, and Regulations binding the Township in such projects.

## DEFINITIONS

Additional to the latest edition of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction and any revisions.

- A. (Project) Completion – All work items, all punch list items, and all paperwork completed to the satisfaction of the Engineer and Hanover Township.
- B. Substantial Completion – All work items completed to open the project safely to the public without permanent closures, including final pavement markings and landscaping.
- C. Permanent Closures – Any closures and/or work zone traffic control that are more than daytime only, i.e. roadway and drainage improvements related to grading, lane drop-offs, open cuts for pavement and/or drainage, sidewalks, and driveways.
- D. Paperwork – Certified payrolls, waivers of lien, change order requests, signed change orders, monthly invoices and final invoice matching any and all change orders, and any other information requested in the bidding documents or by the Engineer.

## SPECIFICATIONS

The successful Bidder shall meet the requirements of the most current issue of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," all addenda thereto, and any included special provisions.

## CLEAN AIR ACT OF 1970 AND THE FEDERAL WATER POLLUTION CONTROL ACT PROVISIONS

Contracts and sub-grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1057 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

## CONTROL OF MATERIALS

All materials used in the Bid and/or Contract Documents shall meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto.

If any material is rejected for failure to meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto, and a retest is requested, the successful Bidder shall pay the cost of the demurrage, if any, resulting from delay caused by such retest.

## BOND

The successful Bidder, within **fifteen (15) calendar days** from the date the successful Bid is awarded, shall deposit with the Township Supervisor a Bond for the full amount of the successful Bid price. This Bond shall be a Surety Bond, acceptable to the Township Supervisor and shall be conditioned upon the faithful performance of the Bidder's Contract. The Bond shall conform with the requirements in the Introduction and Project Specification to Bidders. This will be incidental to the successful Bid and subsequent Contract.

## PROPOSAL AGREEMENTS

In accordance with the advertisement, conditions, and specifications attached hereto and which are a part hereof, the undersigned Bidder proposes to furnish all supervision, labor, materials, and equipment and to perform all work named and described in the Bid, for the sum of the products obtained by multiplying each of the estimated quantities tabulated in the Schedule of Prices, by the respective unit prices submitted. It is understood and agreed that the Township reserves the right to cancel the entire Contract or any part thereof, if conditions, over which the Township has no control, which would force the halting or cancelling of the successful Bid, subsequent Contract, or Project by the Township.

## PAYMENT

Every thirty (30) calendar days the successful Bidder shall submit a pay estimate to the Engineer, SPACECO, Inc., and the Township for the materials in place and completed, for the amount of work performed, and the value thereof at the contract unit prices. The successful Bidder will create an invoice within fifteen (15) calendar days and will be forwarded to the Township for payment.

The successful Bidder agrees to replace any or all Bid items which have been paid for under the Contract and which have been rejected for failure to meet the specifications at his/her own cost.

## PREVAILING WAGE

All wages paid by the successful Bidder and Subcontractor(s) shall be in compliance with "An Act regulating wages of Laborers, mechanics and other workmen employed in any public works by the State, County, City, public body, political Subdivision or by anyone under contract for public works" and which do not violate a Federal Law, order, or ruling, and the rate conforming to the Federal law, order, or ruling, including the Davis Beacon Act, shall govern.

## ASSURANCES

The Bidder and any and all Subcontractor(s) to this Bid represent and warrant that, by submitting a Bid and by the signature(s) in said Bid, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project if awarded to Bidder. Said laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations. In addition, the Bidder and any and all Subcontractor(s) specifically state and assure that:

- A. The Bidder and any and all Subcontractor(s) have legal authority to submit the proposal and to execute a contract with Township.
- B. The Bidder and any and all Subcontractor(s) are authorized and consent on behalf of the Township, the Engineer, SPACECO, Inc., and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to these Bid Documents and subsequent Contract, not subject to Federal law, shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce these Bid Documents and subsequent Contract shall take place in the Circuit Court of Cook County, Illinois.
- C. The Bidder and any and all Subcontractor(s) represent and warrant, to the best of their knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder and any and all subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  3. The Bidder shall require that the language of this certification is included in the Bid Documents and subsequent Contract for all sub-awards with any and all Subcontractor(s) at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when this Bid was made and any subsequent contract entered into in accordance with the requirements set forth in this Bid and subsequent Contract. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

## INSURANCE

Bidder shall procure and maintain at all times, at Bidder's own expense, during the terms of these Bid Documents and subsequent Contract, the insurance coverage and requirements specified below, insuring all operations related to these Bid Documents and subsequent Contract. The kinds and amounts of the insurance required are as follows:

- A. **Worker's Compensation and Employers Liability Insurance.** Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, covering all of Bidder's employees and Employer's Liability coverage with limits of not less than \$100,000.00 per accident or illness.
- B. **Commercial Liability Insurance (Primary and Umbrella).** Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insured, and contractual liability (with no limited endorsement). Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives are to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services Proposal. Said coverage shall be evidenced on the Certificate of Insurance covering the project and the project's premises.
- C. **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicle (owned, non-owned, and hired) are used in connection with the project and with work to be performed on the project, Bidder shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage.

Bidder shall be responsible for all losses or damages to personal property (including, but not limited to, materials, equipment, tools, and supplies), owned or rented, by Bidder. Bidder shall furnish to the Township original Certificates of Insurance evidencing the required coverage to be in force on the date of this Project, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurrence during the term of the Project. Bidder shall submit evidence of insurance upon submitting his/her Bid. The receipt of any certificate does not constitute agreement by the Township that the insurance requirements in these Bid Documents have been fully met or that the insurance policies on the certificate are in compliance with all Bid Document requirements. The failure of the Township to obtain certificates or other insurance evidence from Bidder shall not be deemed to be a waiver by the Township. Bidder shall advise all insurers of the Bid Document provisions regarding insurance. Non-conforming insurance shall not relieve Bidder of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of these Bid Document or subsequent Contract, and the Township retains the right to terminate the successful Bid and/or subsequent Contract until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the Township in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self-insured retention on referenced insurance coverages shall be borne by Bidder. Bidder agrees that insurers shall waive their rights of subrogation against Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives. Bidder expressly understands and agrees that any coverage and limits furnished by Bidder shall in no way limit the Bidder's liabilities and responsibilities specified within these Bid Documents or subsequent Contract or by law. Bidder expressly understands and agrees that any insurance or self-insurance programs maintained by the Township shall apply in excess of and not contribute with insurance provided by Bidder under the Project. The required insurance shall not be limited by any limitations expressed in the liability language herein or any limitation placed on the liability therein given as a matter of law. The Township maintains the right to reasonably modify, delete, alter, or change these requirements. The Township shall provide Bidder with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements.

ASSUMPTION OF LIABILITY

To the fullest extent permitted by law, Bidder, its employees, agents, or anyone acting on behalf of any of them, assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable the Project, by Bidder, its employees, agents, and/or anyone acting on behalf of any of them. Bidder is aware of the risks associated with the Project and Bidder voluntarily assumes those risks in consideration of the Project herein. The Township shall not be liable for any damage occasioned by failure to keep the Project property in repair and shall not be liable for any damage caused to any part of the Project site, property, or premises. Bidder agrees to indemnify and hold harmless the Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to the Bidder, its Bid, the subsequent Contract, or any fulfillment of the Project. Furthermore, the Township shall not be liable for any damages of any kind in the event the Township Project property becomes unusable to Bidder for whatever reason.

INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify, protect, save, defend, and hold harmless the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees in the form of costs and attorneys fees, to the extent such damages arise from or in any way connected with (i) any act, omission, wrongful act, or negligence of Bidder, its employees, agents, or anyone acting on behalf of any of them; (ii) any accident, injury or damage whatsoever occurring, arising out of, incidental to, or resulting directly or indirectly from Bidder's use, supervision, or work performed on the Project site, upon Bidder's commencement of the Project, whether such loss, damages, injury, or liability is contributed by a condition of the Project site itself or any equipment thereon, whether latent or patent, or from other causes whatsoever; and/or (iii) Bidder, its employees, agents, or anyone acting on behalf of any of them breach of the terms of any Bid Documents or subsequent contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in these Bid Documents or subsequent Contract. This obligation to indemnify shall survive the expiration and/or termination of the Project. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Township as a unit of local government.

ACCESS

Nothing in these Bid Documents or subsequent Contract shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate needs for such access, including access required to determine whether or not Bidder is in compliance with the terms and conditions of the successful Bid or subsequent Contract. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Bidder occupying the Project site under the authority of any Bid Documents or subsequent Contract.

DISCLAIMER

Bidder expressly acknowledges that the Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project site for the purposes set forth herein, or for any other purpose or use, express or implied, by the Bidder. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Bidder accepts use of the Project site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Bidder acknowledges that Bidder has inspected the Project site to Bidder's satisfaction as to the adequacy, fitness, and condition thereof.

SUCCESSORS AND ASSIGNS

The successful Bid and subsequent Contract shall be binding upon and inure to the benefit of the Township and Bidder and their respective successors and assigns. Notwithstanding the foregoing, Bidder shall not assign, lease, or sub-lease the successful Bid or subsequent Contract without the express written consent of the Township which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

NON-DISCRIMINATION

Bidder agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated

thereunder, and all amendments made thereto, and Bidder agrees not to deny services or use of the Township project property on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

MISCELLANEOUS

The terms of these Bid Documents sets forth the entire understanding of the Township and Bidder. The Township and Bidder agree shall be no change or modification to these Bid Documents unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of these Bid Documents. The Township and Bidder agree that the titles of the items in these Bid Documents, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. These Bid Documents are submitted solely for the benefit of the contracting parties, and nothing in these Bid Documents are intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to these Bid Documents, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in these Bid Documents shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of these Bid Documents, 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 these Bid Documents, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. Bidder warrants that Bidder is authorized to execute and effectuate these Bid Documents and that the Bidder does so voluntarily.

ADDENDA

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATED
_____	_____
_____	_____
_____	_____

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 1  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	1,975	S.Y.		
2	HMA BINDER COURSE, 2.25"	1,975	S.Y.		
3	CA-6 STONE, 4"	1,975	S.Y.		
4	CA-1 STONE, 12"	1,975	S.Y.		
5	GEOTECHNICAL FABRIC	1,975	S.Y.		
6	EXCAVATION TO OFFSITE	25	C.Y.		
7	BITUMINOUS SURFACE REMOVAL, 4"	1,975	S.Y.		
8	SIDEWALK REMOVAL	125	S.F.		
9	PCC SIDEWALK, 5"	985	S.F.		
10	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	LSUM		
11	SITE RESTORATION	1	LSUM		
12	TRAFFIC CONTROL	1	LSUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 1 ALTERNATE  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	1,975	S.Y.		
2	CA-6 STONE, 4"	1,975	S.Y.		
3	CA-1 STONE, 12"	1,975	S.Y.		
4	GEOTECHNICAL FABRIC	1,975	S.Y.		
5	EXCAVATION TO OFFSITE	25	C.Y.		
6	BITUMINOUS SURFACE REMOVAL, 4"	1,975	S.Y.		
7	SIDEWALK REMOVAL	125	S.F.		
8	PCC SIDEWALK, 5"	985	S.F.		
9	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	LSUM		
10	SITE RESTORATION	1	LSUM		
11	TRAFFIC CONTROL	1	LSUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 2  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	SIDEWALK REMOVAL	860	S.F.		
2	PCC SIDEWALK, 5"	860	S.F.		
3	RETAINING WALL	191	L.F.		
4	SITE RESTORATION	1	L.SUM		
5	TRAFFIC CONTROL	1	L.SUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 3  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	505	S.Y.		
2	HMA BINDER COURSE, 2.25"	505	S.Y.		
3	CA-6 STONE, 12"	505	S.Y.		
4	BITUMINOUS SURFACE REMOVAL, 4"	505	S.Y.		
5	B 6.12 CURB & GUTTER	330	L.F.		
6	CURB & GUTTER REMOVAL	320	L.F.		
7	REMOVE AND REPLACE CONCRETE PAD, 8"	40	S.F.		
8	INLET, 24"	1	EA		
9	12" PVC PIPE, SDR-35	15	L.F.		
10	LIGHT POLE RELOCATION	1	EA		
11	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	L.SUM		
12	SITE RESTORATION	1	L.SUM		
13	TRAFFIC CONTROL	1	L.SUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 3 ALTERNATE  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	505	S.Y.		
2	CA-6 STONE, 4"	505	S.Y.		
3	BITUMINOUS SURFACE REMOVAL, 4"	505	S.Y.		
4	B 6.12 CURB & GUTTER	330	L.F.		
5	CURB & GUTTER REMOVAL	320	L.F.		
6	REMOVE AND REPLACE CONCRETE PAD, 8"	40	S.F.		
7	INLET, 24"	1	EA		
8	12" PVC PIPE, SDR-35	15	L.F.		
9	LIGHT POLE RELOCATION	1	EA		
10	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	L.SUM		
11	SITE RESTORATION	1	L.SUM		
12	TRAFFIC CONTROL	1	L.SUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 4  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	4,880	S.Y.		
2	HMA BINDER COURSE, 2.25"	4,880	S.Y.		
3	CA-6 STONE, 12"	1,290	S.Y.		
4	CA-6 STONE, 4"	3,195	S.Y.		
5	CA-1 STONE, 12"	3,195	S.Y.		
6	GEO TECHNICAL FABRIC	3,195	S.Y.		
7	BITUMINOUS SURFACE REMOVAL, 4"	4,880	S.Y.		
8	REMOVE AND REPLACE CONCRETE PAD, 8"	280	S.F.		
9	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	L.SUM		
10	SITE RESTORATION	1	L.SUM		
11	TRAFFIC CONTROL	1	L.SUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 4 ALTERNATE  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	4,880	S.Y.		
2	CA-6 STONE, 4"	4,880	S.Y.		
3	CA-1 STONE, 12"	3,195	S.Y.		
4	GEOTECHNICAL FABRIC	3,195	S.Y.		
5	BITUMINOUS SURFACE REMOVAL, 4"	4,880	S.Y.		
6	REMOVE AND REPLACE CONCRETE PAD, 8"	280	S.F.		
7	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	L.SUM		
8	SITE RESTORATION	1	L.SUM		
9	TRAFFIC CONTROL	1	L.SUM		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

HANOVER TOWNSHIP  
LACY PARK PATH - PHASE 5  
ENGINEER'S OPINION OF PROBABLE COST  
15-May-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	REMOVE EXISTING ASPHALT	210	S.Y.		
2	REMOVE EXISTING STONE BASE	40	S.Y.		
3	HMA SURFACE COURSE, 2"	700	S.Y.		
4	TOPSOIL AND SEED, 6"	40	S.Y.		
<b>TOTAL COST OF IMPROVEMENTS</b>					\$ -

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

(If a Co-Partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal \_\_\_\_\_

Insert names  
of Officers

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Cook County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD 1		47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 2		45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 3		43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 4		41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 5		50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 6		48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 7		50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 1		52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 2		50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 4		37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 5		53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 2		44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 3		42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 4		41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 5		40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 6		48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 7		46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690

SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER	-----> NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930
0.000	0.500									
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.830	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	42.840	46.810	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day,

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

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

#### EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any

nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Beno (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover;

Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole

and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

# EXHIBIT B

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Abbey Paving and Sealcoating Co., Inc.  
1949 County Line Road Aurora, IL 60502

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
300 South Riverside Plaza, Ste. 2100 Chicago, IL 60606

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Hanover Township  
250 South IL Route 59 Bartlett, IL 60103

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Hanover Township Town Hall Parking Lot Reconstruction.  
Asphalt Paving and Site Concrete.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 30th day of June, 2015

(Witness)

Abbey Paving and Sealcoating Co., Inc.

(Principal)

(Seal)

By:

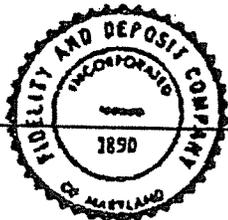
Vice President

(Title)

Diane Rubright

Diane Rubright

(Witness)



Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: Kelly A. Gardner  
Attorney-in-Fact

Kelly A. Gardner

(Title)

Bond Number: Bid Bond

Obligee: Hanover Township

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Delisio, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly A. Gardner its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Gerald F. Haley  
Assistant Secretary  
Gerald F. Haley

Geoffrey Delisio  
Vice President  
Geoffrey Delisio

State of Maryland  
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of June, 2015



*Thomas O. McClellan*

Thomas O. McClellan, Vice President

G-23208-B

ss.

STATE OF Illinois

COUNTY OF DuPage

I, Jennifer J. McComb Notary Public of DuPage County,  
 in the State of Illinois, do hereby certify that Kelly A. Gardner  
 Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland  
 who is personally known to me to be the same person whose name is  
 subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Fidelity and Deposit Company of Maryland  
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont  
 in said County, this 30th day of June A.D., 2015

  
 Notary Public Jennifer J. McComb

My Commission expires: September 10, 2017



## Contract Bid Schedule

TO: Steve Spejcher  
Director  
Department of Facilities and Maintenance  
250 South IL Route 59  
Bartlett, Illinois 60103

FROM: Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road  
Aurora, IL 60502  
630-585-7220

### INSTRUCTIONS TO BIDDERS

See Page 2.

NON-DISCRIMINATION

Bidder agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Bidder agrees not to deny services or use of the Township project property on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

MISCELLANEOUS

The terms of these Bid Documents sets forth the entire understanding of the Township and Bidder. The Township and Bidder agree shall be no change or modification to these Bid Documents unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of these Bid Documents. The Township and Bidder agree that the titles of the items in these Bid Documents, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. These Bid Documents are submitted solely for the benefit of the contracting parties, and nothing in these Bid Documents are intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to these Bid Documents, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in these Bid Documents shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of these Bid Documents, 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 these Bid Documents, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. Bidder warrants that Bidder is authorized to execute and effectuate these Bid Documents and that the Bidder does so voluntarily.

ADDENDA

The undersigned hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
<u>1</u>	<u>6/15/15</u>
<u>2</u>	<u>6/23/15</u>
<u>3</u>	<u>6/29/15</u>

(If an Individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

(If a Co-Partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

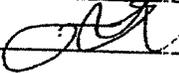
Date \_\_\_\_\_

(If a Corporation)

Corporate Name

Abbey Paving & Sealcoating Co., Inc.

Signed By



Business Address

1949 County Line Road

Aurora, IL 60502

Date

June 30, 2015

Corporate Seal \_\_\_\_\_

Insert names  
of Officers

Joseph Madden - President

John Gillian - Vice President

Treasurer

Jeffrey Abel

Attest:

  
Secretary

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 1  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	1,975	S.Y.	\$7.05	\$13,923.75
2	HMA BINDER COURSE, 2.25"	1,975	S.Y.	\$9.90	\$19,552.50
3	CA-6 STONE, 4"	1,975	S.Y.	\$4.00	\$7,900.00
4	CA-1 STONE, 12"	1,975	S.Y.	\$16.90	\$33,377.50
5	GEO TECHNICAL FABRIC	1,975	S.Y.	\$1.25	\$2,468.75
6	8 6.12 CURB & GUTTER	235	L.F.	\$25.25	\$5,933.75
7	CURB & GUTTER REMOVAL	235	L.F.	\$4.80	\$1,128.00
8	BITUMINOUS SURFACE REMOVAL, 4"	1,975	S.Y.	\$4.60	\$9,085.00
9	SIDEWALK REMOVAL	125	S.F.	\$0.80	\$788.00
10	PCC SIDEWALK, 5"	985	S.F.	\$7.30	\$7,190.50
11	PAVEMENT MARKINGS	1	LSUM	\$950.00	\$950.00
12	SITE RESTORATION	1	LSUM	\$1,350.00	\$1,350.00
13	TRAFFIC CONTROL	1	LSUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ \$104,197.75</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 1 ALTERNATE  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	1,975	S.Y.	\$24.30	\$47,992.50
2	CA-6 STONE, 4"	1,975	S.Y.	\$4.00	\$7,900.00
3	CA-1 STONE, 12"	1,975	S.Y.	\$16.90	\$33,377.50
4	GEO TECHNICAL FABRIC	1,975	S.Y.	\$1.25	\$2,468.75
5	8 6.12 CURB & GUTTER	235	L.F.	\$25.25	\$5,933.75
6	CURB & GUTTER REMOVAL	235	L.F.	\$4.80	\$1,128.00
7	BITUMINOUS SURFACE REMOVAL, 4"	1,975	S.Y.	\$4.60	\$9,085.00
8	SIDEWALK REMOVAL	125	S.F.	\$0.80	\$100.00
9	PCC SIDEWALK, 5"	985	S.F.	\$7.30	\$7,190.50
10	PAVEMENT MARKINGS	1	LSUM	\$950.00	\$950.00
11	SITE RESTORATION	1	LSUM	\$1,350.00	\$1,350.00
12	TRAFFIC CONTROL	1	LSUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ \$118,026.00</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 2  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	SIDEWALK REMOVAL	860	S.F.	\$0.80	\$688.00
2	PCC SIDEWALK, 5"	860	S.F.	\$8.30	\$7,138.00
3	RETAINING WALL	260	L.F.	\$118.00	\$30,680.00
4	CLEANOUT	2	EA	\$250.00	\$500.00
5	12" PERFORATED PVC PIPE, SDR-35	162	L.F.	\$27.00	\$4,374.00
6	SITE RESTORATION	1	LSUM	\$500.00	\$500.00
7	TRAFFIC CONTROL	1	LSUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ 444,430.00</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 3  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	505	S.Y.	\$11.10	\$5,605.50
2	HMA BINDER COURSE, 2.25"	505	S.Y.	\$15.15	\$7,650.75
3	CA-6 STONE, 10"	505	S.Y.	\$14.75	\$7,448.75
4	B 6.12 CURB & GUTTER	330	L.F.	\$28.10	\$9,273.00
5	CURB & GUTTER REMOVAL	320	L.F.	\$4.80	\$1,536.00
6	EXCAVATION TO OFFSITE	240	C.Y.	\$59.75	\$14,340.00
7	CONCRETE PAD, 8" AT MANHOLE	40	S.F.	\$14.85	\$594.00
8	INLET, 24"	1	EA	\$350.00	\$350.00
9	12" PVC PIPE, SDR-35	15	L.F.	\$170.00	\$2,550.00
10	LIGHT POLE RELOCATION	1	EA	\$6,815.00	\$6,815.00
11	PAVEMENT MARKINGS	1	LSUM	\$450.00	\$450.00
12	SITE RESTORATION	1	LSUM	\$900.00	\$900.00
13	TRAFFIC CONTROL	1	LSUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ 58,063.90</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 3 ALTERNATE  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	505	S.Y.	\$39.85	\$20,124.25
2	CA-6 STONE, 4"	505	S.Y.	\$8.40	\$4,242.00
3	B 6.12 CURB & GUTTER	330	L.F.	\$28.10	\$9,273.00
4	CURB & GUTTER REMOVAL	320	L.F.	\$4.80	\$1,536.00
5	CONCRETE PAD, 8" AT MANHOLE	40	S.F.	\$14.85	\$594.00
6	INLET, 24"	1	EA	\$350.00	\$350.00
7	12" PVC PIPE, SDR-35	15	L.F.	\$170.00	\$2,550.00
8	EXCAVATION TO OFFSITE	240	C.Y.	\$59.75	\$14,340.00
9	LIGHT POLE RELOCATION	1	EA	\$6,815.00	\$6,815.00
10	PAVEMENT MARKINGS	1	L.SUM	\$450.00	\$450.00
11	SITE RESTORATION	1	L.SUM	\$900.00	\$900.00
12	TRAFFIC CONTROL	1	L.SUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ 561,724.25</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 4  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	HMA SURFACE COURSE, 1.5"	4,885	S.Y.	\$6.45	\$31,508.25
2	HMA BINDER COURSE, 2.25"	4,885	S.Y.	\$9.00	\$43,965.00
3	CA-6 STONE, 10"	1,290	S.Y.	\$10.35	\$13,351.50
4	CA-6 STONE, 4"	3,195	S.Y.	\$4.15	\$13,259.25
5	CA-1 STONE, 12"	3,195	S.Y.	\$15.75	\$50,321.25
6	GEOTECHNICAL FABRIC	3,195	S.Y.	\$1.25	\$3,993.75
7	BITUMINOUS SURFACE REMOVAL, 4"	4,885	S.Y.	\$4.60	\$22,471.00
8	CONCRETE PAD, 8" AT MANHOLE	280	S.F.	\$14.85	\$4,158.00
9	EXCAVATION TO OFFSITE	885	C.Y.	\$34.70	\$30,709.50
10	PAVEMENT MARKINGS	1	L.SUM	\$950.00	\$950.00
11	SITE RESTORATION	1	L.SUM	\$-	\$-
12	TRAFFIC CONTROL	1	L.SUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$8215,237.50</b>

HANOVER TOWNSHIP  
HANOVER TOWNSHIP COMPLEX - PHASE 4 ALTERNATE  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	DUCTILCRETE, 5"	4,885	S.Y.	\$22.70	\$110,889.50
2	CA-6 STONE, 4"	4,885	S.Y.	\$4.18	\$20,419.30
3	CA-1 STONE, 12"	3,195	S.Y.	\$15.75	\$50,321.25
4	GEO TECHNICAL FABRIC	3,195	S.Y.	\$1.25	\$3,993.75
5	BITUMINOUS SURFACE REMOVAL, 4"	4,885	S.Y.	\$4.60	\$22,471.00
6	REMOVE AND REPLACE CONCRETE PAD, 8"	280	S.F.	\$14.85	\$4,158.00
7	EXCAVATION TO OFFSITE	885	C.Y.	\$35.70	\$31,594.50
8	PAVEMENT MARKINGS - STOP BAR, THERMOPLASTIC	1	L.SUM	\$950.00	\$950.00
9	SITE RESTORATION	1	L.SUM	\$-	\$-
10	TRAFFIC CONTROL	1	L.SUM	\$550.00	\$550.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ 3245,347.30</b>

HANOVER TOWNSHIP  
NAOMI WALTER - LENOCI RESERVE - PHASE 5  
22-Jun-15

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	REMOVE EXISTING ASPHALT	210	S.Y.	\$25.00	\$5,250.00
2	REMOVE EXISTING STONE BASE	40	S.Y.	\$25.00	\$1,000.00
3	HMA SURFACE COURSE, 2"	700	S.Y.	\$17.60	\$12,320.00
4	TOPSOIL AND SEED, 6"	40	S.Y.	\$62.50	\$2,500.00
<b>TOTAL COST OF IMPROVEMENTS</b>					<b>\$ 21,070.00</b>

Additional Excavation Quantities

Phase 1: Excavate to Offsite - 950CY X \$35.70/CY = \$33,915.00  
Phase 4: Excavate to Offsite - 1165CY X \$35.70/CY = \$41,590.50



The Fidelity and Deposit Companies  
Surety  
Tower II - 13th Floor  
1400 American Lane  
Schaumburg, IL 60196

Phone (847) 240-8100  
Fax (847) 240-8147  
e-Mail firstname.lastname@zunchna.com  
www.zunchna.com

June 29, 2015

Hanover Township  
250 South II Route 59  
Bartlett, IL 60103

**Bondability: Abbey Paving and Sealcoating Co., Inc.**  
1949 County Line Road  
Aurora, IL 60302

To Whom It May Concern:

Please be advised Fidelity and Deposit Company of Maryland of Baltimore, MD has had the continuing privilege of providing bonding support to Abbey Paving and Sealcoating Co., Inc. Currently we have a bonding line established with single limitations of \$2.5million single and aggregate limitation of \$40million. Abbey Paving and Sealcoating Co., Inc. has been our client since 2006 and there have been no claims on any bonds since that time.

Should Abbey Paving and Sealcoating Co., Inc. be the low bidder on any project, Fidelity and Deposit Company of Maryland will provide the performance and payment bond upon favorable review of the contract documents and current underwriting documents.

Sincerely,

Peggy Faust  
Surety Bond Assistant  
Fidelity and Deposit Company of Maryland

A member of the Zurich Financial Services Group



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road Aurora, IL 60502

Contractor No 0030

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001	EARTHWORK	\$11,875,000	
005	HMA PAVING	\$28,150,000	B
012	DRAINAGE	\$1,500,000	
017	CONCRETE CONSTRUCTION	\$12,700,000	
08A	AGGREGATE BASES & SURF. (A)	\$8,800,000	

\$66,002,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/1/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/1/2015.

B Restricted to 1200 tons in any 1 contract (Class 1 and/or B&M) or as specified by local agency

*Jim Bell*  
Interim Engineer of Construction



# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy) 6/29/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the certificate holder in lieu of such endorsements.

PRODUCER MCHENRY INSURANCE SERVICES, INC. 904 S. ROUTE 31 MCHENRY, IL 60050

INSURED ABBEY PAYING & SEAL COATING CO., INC. 1949 COUNTY LINE ROAD AURORA, IL 60502 (630) 585-7220

INSURER A: FRANKENMOTH MUTUAL INSURANCE CO. 13986  
INSURER B: WESTCHESTER SURPLUS LINES INS. CO.  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

CONTACT NAME: PHONE: 815-385-8660 FAX: 815-385-8727  
E-MAIL: ADDRESS:

INSURER A: FRANKENMOTH MUTUAL INSURANCE CO. 13986  
INSURER B: WESTCHESTER SURPLUS LINES INS. CO.  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

REVISION NUMBER: CERTIFICATE NUMBER:

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

MIN LTR	TYPE OF INSURANCE	ADOL SUBR	INSR LMD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
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A	COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X INCS XCU	X CONTRACTUAL	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR	CPP3019358	09/01/14	09/01/15	EACH OCCURRENCE \$10,000,000	AGGREGATE \$10,000,000	<input checked="" type="checkbox"/> WC STAT-L <input type="checkbox"/> ER <input type="checkbox"/> OTH	EL. DISEASE - EA EMPLOYEE \$1,000,000	EL. DISEASE - POLICY LIMIT \$1,000,000	A	AND EMPLOYERS LIABILITY ANY PROFESSIONAL/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Indemnity in Mt)	N/A	WC3019358	09/01/14	09/01/15	EACH ACCIDENT \$1,000,000	EQUIPMENT-ALL RISK, ACV, \$1,000,000 DED	G27461979 001	CPP3019358	09/01/14	06/03/17	POLLOTION LIABILITY	B

A	INLAND MARINE	DESCRIPTION OF OPERATIONS / VEHICLES (If yes, describe under (Indemnity in Mt))	<input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR	CPP3019358	09/01/14	09/01/15	EACH OCCURRENCE \$10,000,000	AGGREGATE \$10,000,000	<input checked="" type="checkbox"/> WC STAT-L <input type="checkbox"/> ER <input type="checkbox"/> OTH	EL. DISEASE - EA EMPLOYEE \$1,000,000	EL. DISEASE - POLICY LIMIT \$1,000,000	A	AND EMPLOYERS LIABILITY ANY PROFESSIONAL/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Indemnity in Mt)	N/A	WC3019358	09/01/14	09/01/15	EACH ACCIDENT \$1,000,000	EQUIPMENT-ALL RISK, ACV, \$1,000,000 DED	G27461979 001	CPP3019358	09/01/14	06/03/17	POLLOTION LIABILITY	B

FOR BID PREQUALIFICATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Risks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

HANOVER TOWNSHIP  
250 SOUTH IL ROUTE 59  
BARTLETT, IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*M. S. Gage*

Phone: (630) 585-7220  
FAX: (630) 585-7216

**ABBKEY**

PAVING CO. INC.

Providing Quality Construction Since 1983

1949 County Line Road • Aurora, IL 60502

June 29, 2015

Hanover Township  
250 South IL Route 59  
Bartlett, IL 60103

RE: Additional Requirements per Bid Instructions

To Whom It May Concern:

The construction schedule follows on page 2.

The Superintendent of this project will be Robert Buelow.

**Subcontractors:**

**Tru-Seal, Inc**  
2303 Randall Rd,  
Carpentersville, IL 60010  
**Woodland Landscape**  
31W524 Diehl Rd.  
Naperville, IL 60563

**Jasco Electric Corp**  
2750 Barney Ct  
McHenry, IL 60051

**Material Suppliers:**

**Allied Asphalt Paving Co.**  
1100 Brandt Dr.  
Hoffman Estates, IL 60192

Abbey Paving's Federal ID: 36-3181369

Phone: (630) 585-7220  
FAX: (630) 585-7216

**ABBREY**

1949 County Line Rd. • Aurora, IL 60504

**PHASE 1**

- Excavation/Stockpile Stone - 4 days
- Curb/Sidewalk - 1 day
- Backfill - 1 day
- Stone - 2 days
- Pave - 1 day
- Restoration - 1 day
- Stripe - 1 day

**PHASE 2**

- Excavation - 2 days
- Sewer - 1 day
- Sidewalk - 1 day
- Backfill - 1 day

**PHASE 3**

- Excavation - 2 days
- Curb - 1 day
- Backfill - 1 day
- Stone - 1 days
- Pave - 1 day
- Restoration - 1 day
- Stripe - 1 day

**PHASE 4**

- Excavation - 10 days
- Stone - 5 days
- Pave - 1 day
- Stripe - 1 day

**PHASE 5**

- Excavation - 1 day
- Pave - 1 day
- Restoration - 1 day



## Illinois Department of Revenue

Central Registration Division  
Sales Tax Exemption Section, 3-222  
101 W. Jefferson Street  
Springfield, Illinois 62702  
217 782-8881

February 27, 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
HANOVER TOWNSHIP  
250 S. STATE ROUTE 59

BARTLETT IL 60103-1648

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9998-0738-07  
to  
HANOVER TOWNSHIP  
of  
BARTLETT, IL

The terms and conditions governing use of your exemption number remain unchanged.

Central Registration Division  
Illinois Department of Revenue