

A310™ – 2010 Bid Bond

CONTRACTOR:
(Name, legal status and address)

RW Collins Company
7225 W. 66th Street
Chicago, IL 60638

SURETY:
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:
(Name, legal status and address)

Hanover Township
250 S. Route 59
Bartlett, IL 60103

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

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

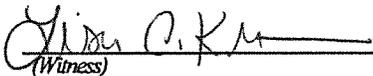
Site Restoration / Soil Remediation Services at former Izaak Walton League Property

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

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

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

Signed and sealed this 12th day of June, 2014

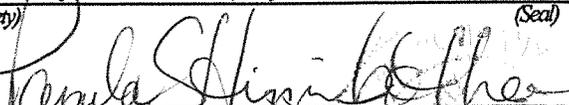

(Witness)

RW Collins Company
(Principal) (Seal)

By: 
(Title)

See Attached Jurat
(Witness)

Berkley Insurance Company
(Surety) (Seal)

By: 
(Title) Pamela S. Higginbotham Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: John J. Naso, Jr.; Pamela Higginbotham or Rene Roulo of The Horton Group, Inc. of Orland Park, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of November, 2013.

Attest:
By Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of November, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12TH day of JUNE, 2014.

(Seal) Andrew M. Tuma

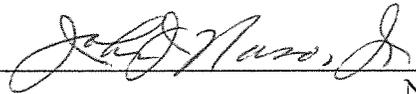
WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

STATE OF ILLINOIS
COUNTY OF COOK

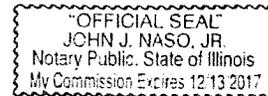
I, John J. Naso Jr., a Notary Public in and for the state and county aforesaid, do hereby certify that Pamela S. Higginbotham of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the Berkley Insurance Company, and as the free and voluntary act of the Berkley Insurance Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of June, A.D. 2014.

My commission expires December 13, 2017
NOTARIAL JURAT



Notary Public



In submitting the bid, the undersigned agrees;

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

ACKNOWLEDGED AND AGREED TO:

By:

R. W. Collins, Pres.
Authorized Signature/Title

Company:

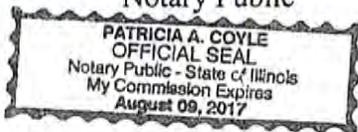
R.W. Collins Company

Subscribed and sworn to before me this

11th day of June, 2014

Patricia A. Coyle

Notary Public



TAX COMPLIANCE AFFIDAVIT

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

Ann H. Collins
Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

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

Dated: June 11, 2014

Patricia A. Coyle
Notary Public


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

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

Dated: 6/11, 2014

R.W. Collins Company
(Print Name of Bidder/Company)
R. H. Collins
(Signature of Authorized Officer)
Ann H. Collins
(Printed Name of Signatory)
PRESIDENT
(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Dated: June 11, 2014

Patricia A Coyle
Notary Public



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

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

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

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

R.W. Collins Company
(Print Name of Bidder/Company)

Ann H. Collins
(Signature of Authorized Officer)

Ann H. Collins
(Printed Name of Signatory)

PRESIDENT
(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

Dated: June 11, 2014

Patricia A. Coyle
Notary Public



PROJECT REFERENCES

Integrity Environmental Services, Inc.

1240 Iroquois Drive, Naperville, IL

Mark Ravanese – 630-718-9133

Completion of over thirty (30) UST removal and non-hazardous contaminated soil remediation projects in Illinois since 1996, including at least five (5) UST removal and soil remediation projects at Lake County Forest Preserve sites over the last 10 years.

Environmental Solutions, Inc.

1502 W. Jackson Blvd., Chicago, IL

Jack Hughes – 312-375-7110

Completion of over twenty-five (25) UST removal and non-hazardous contaminated soil projects throughout Chicago since 1998, including removal of 8 USTs remediation of 1500 tons of petroleum impacted soil at a Chicago, IL service station in 2013.

Resource Consulting, Inc.

P.O. Box 123, Geneva, IL

Dan Horvath – 630-232-9820

Completion of UST removal and non-hazardous contaminated soil project in Wilmette, IL including removal of 4 USTs remediation of 1060 tons of petroleum impacted soil

Mostardi Platt Environmental, Inc.

888 Industrial Drive, Elmhurst, IL

Russ Chadwick – 630-993-2113

Completion of over twenty-five (25) UST removal projects in Illinois since 1996, including at least two UST removal projects at a Lake County Forest Preserve sites in the last 5 years.

