

PROPOSAL FOR:
WALTERS-LENOCI RESERVE PATH
735 STOWELL AVENUE
STREAMWOOD, IL 60107
HANOVER TOWNSHIP



**HANOVER TOWNSHIP
250 SOUTH ILLINOIS ROUTE 59
BARTLETT, IL 60103**

BIDS DUE: 9:00 AM
Friday, September 21, 2018
BID OPENING AT 9:00 AM

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CONTRACT BID SCHEDULE

TO: STEVE SPEJCHER
DIRECTOR
DEPARTMENT OF FACILITIES AND ROAD MAINTENANCE
250 SOUTH IL ROUTE 59
BARTLETT, ILLINOIS 60103

FROM: _____

INSTRUCTIONS TO BIDDERS

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NOTICE TO BIDDERS

Hanover Township ("Township") is accepting sealed bids for the Walters-Lenoci Reserve Path ("Project") for the Walters-Lenoci Reserve located at 735 Stowell Avenue, Streamwood, Cook County, Illinois. For more information regarding the Project, please contact Jorge Rueda, Project Manager, 312-441-9554 x 2202. Copies of the Bid Documents may be obtained from the Hanover Township website (www.hanover-township.org) beginning Friday, August 31, 2018.

Bidders with questions or who wish to visit the site may do so through appointment only by contracting the Project Manager, Jorge Rueda, 312-441-9554 x 2202. All questions shall be submitted by 5:00 p.m. on Monday, September 17, 2018. Plans and specifications can be downloaded from the Hanover Township website.

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 S. IL Route 59, Bartlett, Illinois 60103. All Bids shall be submitted before 9:00 a.m. on Friday, September 21, 2018, 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 businesses 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 Tuesday, October 2, 2018. The Project work must be performed in strict compliance with the Bid Documents and subsequent Contract and shall begin on or about October 9, 2018, and be completed no later than November 16, 2018.

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.

Katy Dolan Baumer
Clerk of Hanover Township

Published in the Daily Herald on Friday, August 31, 2018.

INSTRUCTIONS AND PROJECT SPECIFICATIONS TO BIDDERS

ATTACHED DOCUMENTS

- Plans – Sheets G-0, S-1, L-1 to L-2, XS-1 to XS-3
- Special Provisions
- Prevailing Wages

GENERAL CONDITIONS

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

WALTERS-LENOCI RESERVE PATH
735 STOWELL AVENUE
STREAMWOOD, ILLINOIS 60107

One (1) originally signed Bid Form must be submitted in an envelope marked “WALTERS-LENOCI RESERVE PATH,” to be received by 9:00 A.M. on Friday, September 21, 2018, 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:
 - o Construction Schedule, separating tasks and durations of tasks;

- o Name(s) of Superintendent and/or Foreman;
- o Name(s) and Address(es) of Subcontractor(s);
- o Name(s) and Address(es) of Material Supplier(s); and
- o 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, 2IM Group, LLC, 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. Bidders with questions or who wish to visit the site may do so through appointment only by contracting the Project Manager, Jorge Rueda, Telephone 312-441-9554 x 2202. All questions shall be submitted by 5:00 pm on Monday, September 17, 2018.
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, 2IM GROUP, LLC, 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 or 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: "**WALTERS-LENOCI RESERVE PATH**," by Engineer, 2IM GROUP, LLC, dated on or before August 31, 2018. 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, 2IM GROUP, LLC, 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, 2IM GROUP, LLC.
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, 2IM GROUP, LLC, or Township may require.

16. The undersigned Bidder, in submitting this Bid, represents and warrants, that he/she will commence work on or about **October 9, 2018**, 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 November 16, 2018.**

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, 2IM Group, LLC 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, 2IM GROUP, LLC, 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 to 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

FINAL SUBMITTAL 8/31/2018

SUMMARY OF QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	TOTAL
20200100	EARTH EXCAVATION	CU YD	285.0
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	165.0
25000210	SEEDING, CLASS 2A	ACRE	0.1
25000310	SEEDING, CLASS 4 (MODIFIED)*	ACRE	0.1
25000322	SEEDING, CLASS 5A	ACRE	0.1
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	400.0
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	176.0
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6920.0
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	90.0
60250200	CATCH BASINS TO BE ADJUSTED	EACH	1.0
A2006516	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	1.0
A2000116	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2" CALIPER, BALLED AND BURLAPPED	EACH	2.0
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	13.0

NOTE: WORK SHALL BE IN ACCORDANCE WITH THE APRIL 2016 ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

SEEDING CLASS 4 SHALL BE MODIFIED TO EXCLUDE PERENNIAL RYEGRASS.
ALL OTHER SEEDS SHALL BE PER THE STANDARD SPECIFICATION.