

PROPOSAL FOR:
IZAAK WALTON CENTER IMPROVEMENTS
IZAAK WALTON CENTER
899 JAY ST
ELGIN, IL 60120
HANOVER TOWNSHIP



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

June 27, 2019

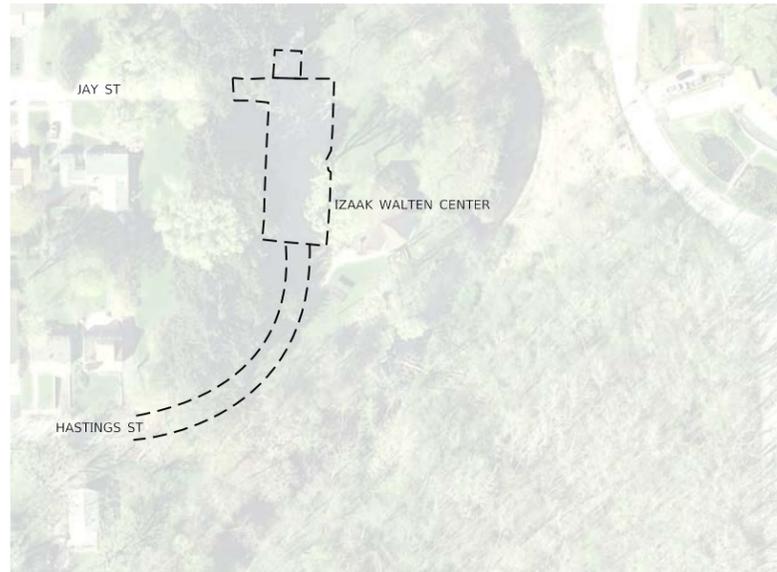
BIDS DUE: 9:00 AM
July 22nd, 2019
At: Hanover Township Town Hall
BID OPENING @ 9:00 AM

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4	PREVAILING WAGES
5	BID FORM

IZAAK WALTON CENTER IMPROVEMENTS

IZAAK WALTON CENTER
ELGIN, IL 60107



LOCATION MAP
JUNE 18TH, 2019

INDEX OF SHEETS

G-0	COVER SHEET
S-1	SITE SURVEY
PR-1	RESURFACING AND ACCESS ROAD PLAN
TS-1	TYPICAL SECTIONS

CONTRACT NO. 19-103

PREPARED FOR

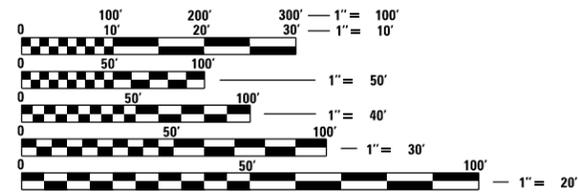


250 S. IL ROUTE 59
BARTLETT, IL 60103

CIVIL ENGINEER



118 S. CLINTON ST
CHICAGO, IL 60661



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811



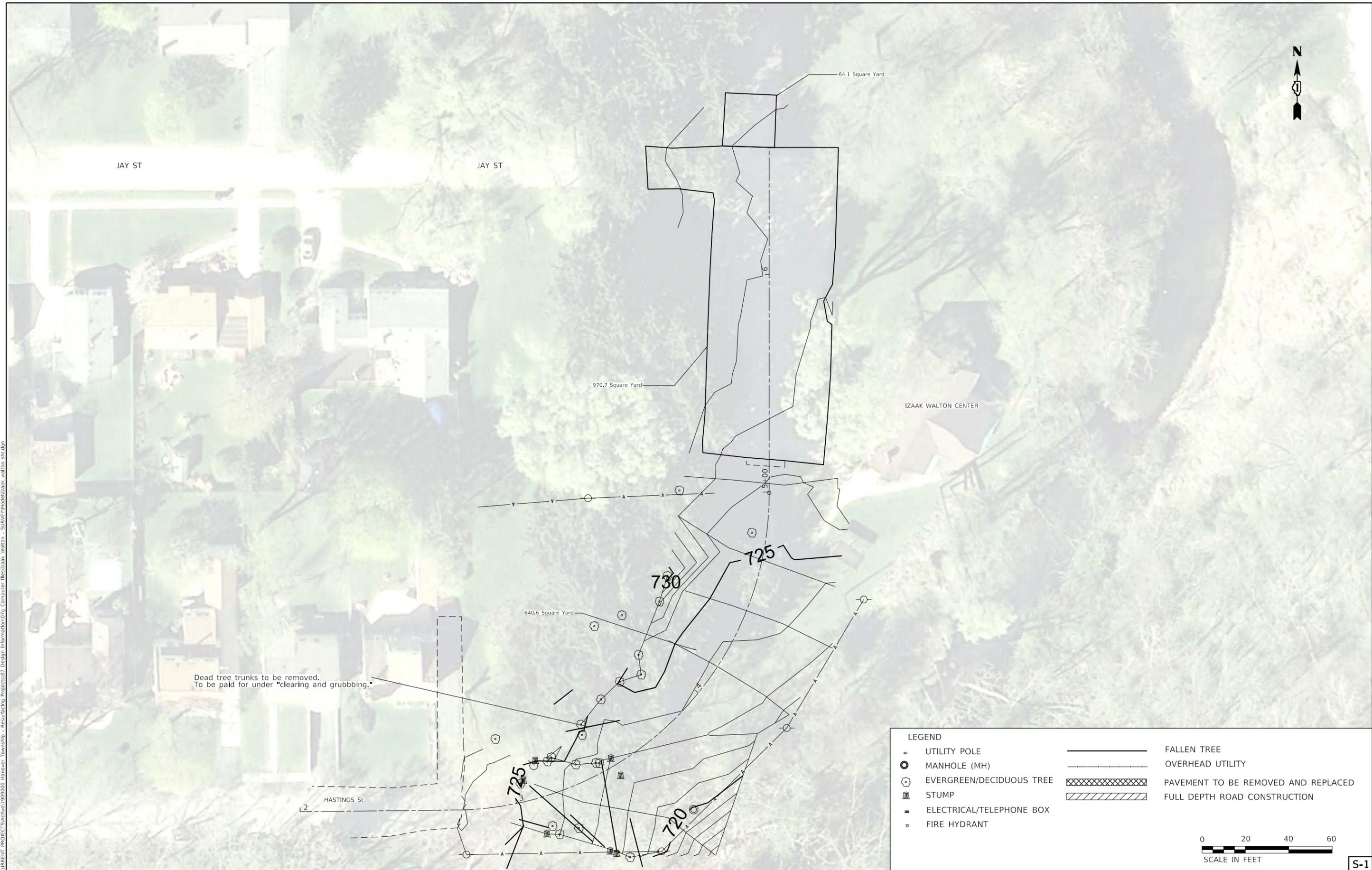
JORGE RUEDA, PE
NO. 062-068651
EXP. DATE 11/30/2019

SUMMARY OF QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	TOTAL
20200100	EARTH EXCAVATION	CU YD	122.9
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	92.2
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.3
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	553.1
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	714.6
40300200	BITUMINOUS MATERIALS (PRIME COAT)	TON	124.4
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	29
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00
67100100	MOBILIZATION	L SUM	1.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100
20101100	TREE TRUNK PROTECTION	EACH	5.00
X0100003	CLEARING AND GRUBBING	SQ YD	450.00
X2010400	STUMP REMOVAL ONLY	UNIT	3.00
	EROSION & SEDIMENT CONTROL	L SUM	1.00

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.

CONTRACT NO.



LEGEND

	UTILITY POLE		FALLEN TREE
	MANHOLE (MH)		OVERHEAD UTILITY
	EVERGREEN/DECIDUOUS TREE		PAVEMENT TO BE REMOVED AND REPLACED
	STUMP		FULL DEPTH ROAD CONSTRUCTION
	ELECTRICAL/TELEPHONE BOX		
	FIRE HYDRANT		

0 20 40 60
SCALE IN FEET

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2iM GROUP
 2iM Group, LLC
 113 South Clinton St.
 Suite 350
 Chicago, IL 60661

USER NAME = jorger	DESIGNED - BU	REVISED -
	DRAWN - BU	REVISED -
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PLOT DATE = 6/25/2019	DATE - 6/25/2019	REVISED -

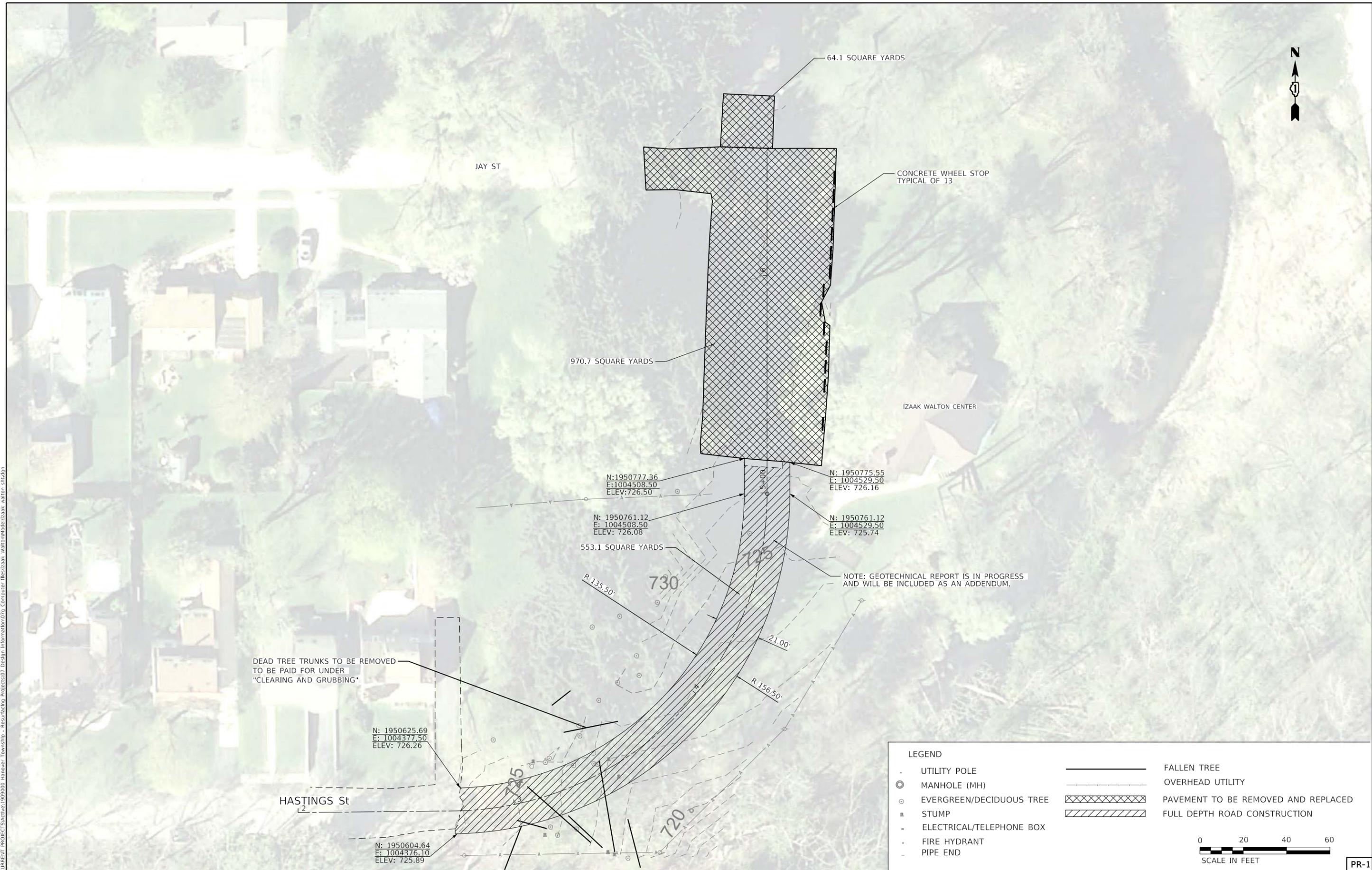
HANOVER TOWNSHIP - COOK COUNTY

**TOPOGRAPHIC SURVEY
IZAAK WALTON CENTER**

COUNTY	TOTAL SHEETS	SHEET NO.
	4	1
CONTRACT NO.		

SCALE: 40.0000 ' / in. SHEET 1 OF 4 SHEETS STA. TO STA.

S-1



LEGEND

- UTILITY POLE
- ⊙ MANHOLE (MH)
- ⊙ EVERGREEN/DECIDUOUS TREE
- STUMP
- ELECTRICAL/TELEPHONE BOX
- FIRE HYDRANT
- PIPE END
- FALLEN TREE
- OVERHEAD UTILITY
- ▣ PAVEMENT TO BE REMOVED AND REPLACED
- ▨ FULL DEPTH ROAD CONSTRUCTION

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SCALE IN FEET

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2im Group, LLC
 118 South Clinton St.
 Suite 350
 Chicago, IL 60661

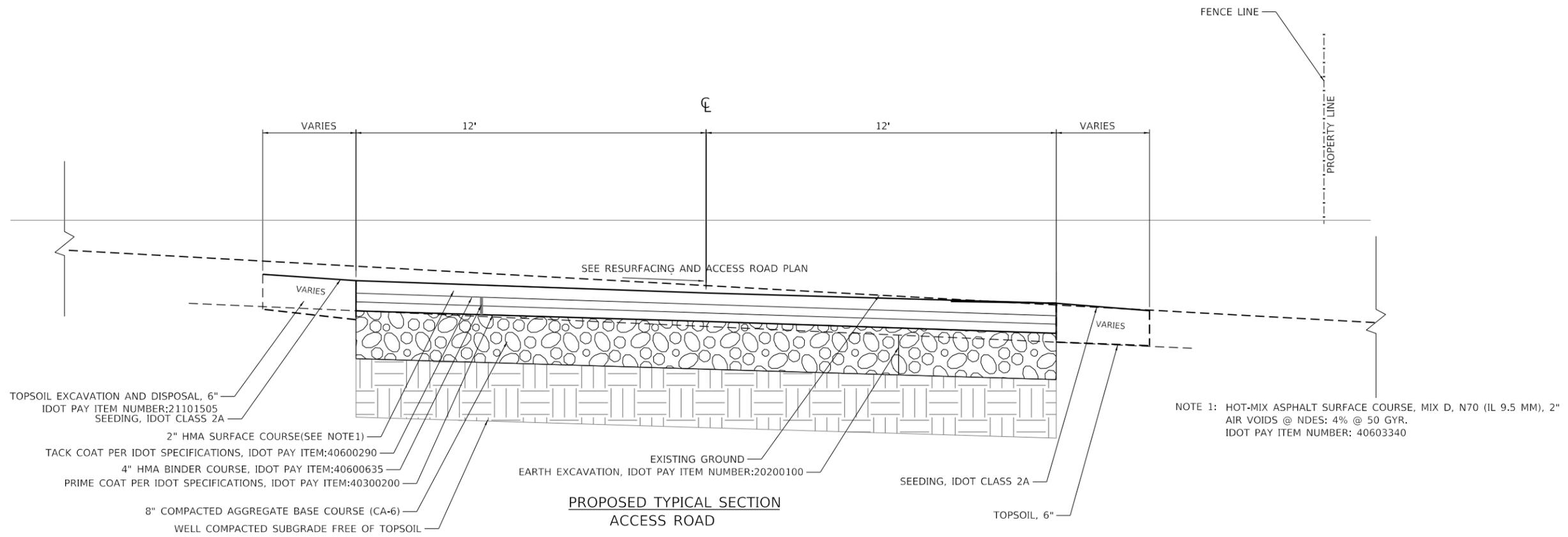
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HANOVER TOWNSHIP – COOK COUNTY

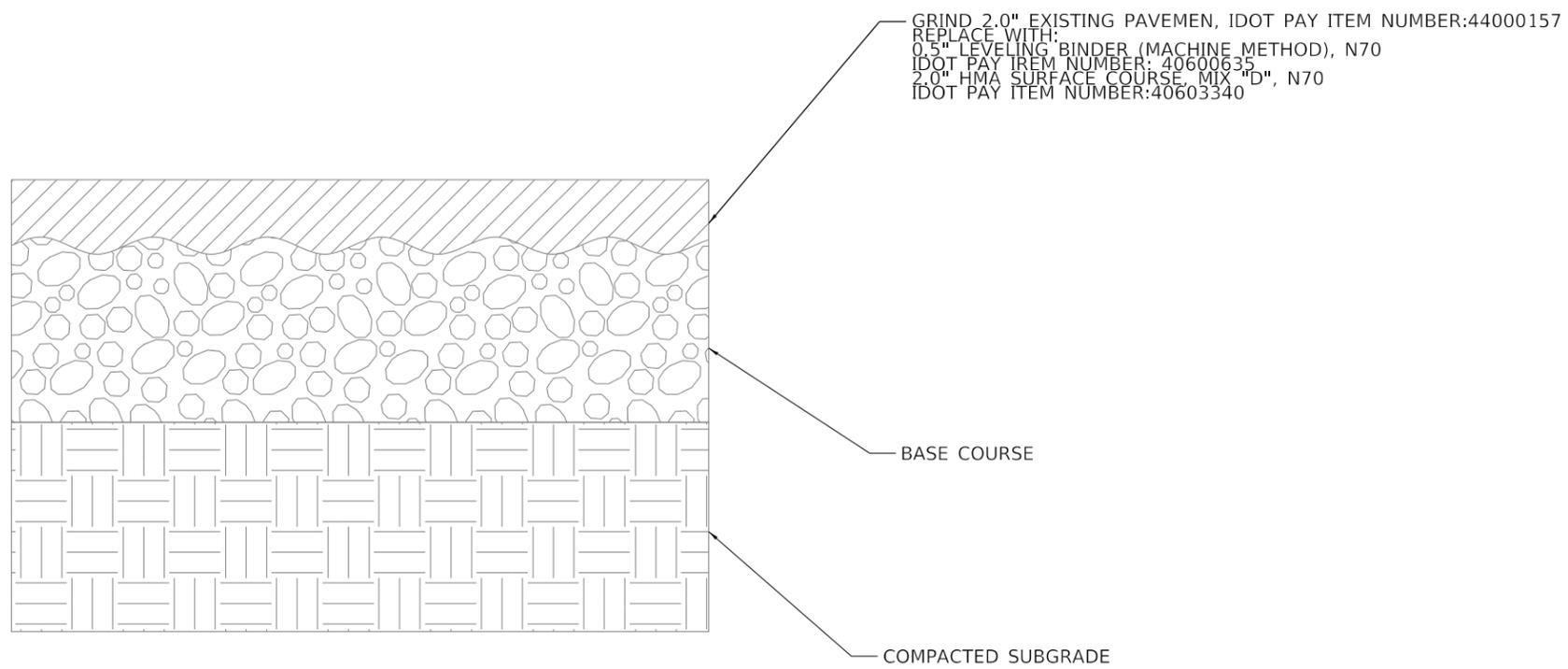
**IZAAK WALTON CENTER
RESURFACING AND ACCESS ROAD**

SCALE: 20	SHEET 2	OF 4	SHEETS	STA.	TO STA.	COUNTY	TOTAL SHEETS	SHEET NO.
							4	2
							CONTRACT NO.	

PR-1



PROPOSED TYPICAL SECTION
ACCESS ROAD



PROPOSED TYPICAL SECTION
RESURFACING

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 USER: jorger



USER NAME = jorger	DESIGNED - JR	REVISED - JR 11/20/2018
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PLOT DATE = 6/25/2019	CHECKED - JR	REVISED -
	DATE - 6/25/2019	REVISED -

**HANOVER TOWNSHIP - COOK COUNTY
STREAMWOOD, IL**

LENOCI RESERVE PATH			
SCALE: 20	SHEET 4	OF 4 SHEETS	STA. TO STA.

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	4	4
CONTRACT NO.		

TS-1

BID AND PROJECT SCHEDULE

Project Name: Izaak Walton Center Improvements Project

Location: 899 Jay St., Elgin, Cook County, Illinois

Owner: Hanover Township

Description: Resurfacing of the parking lot at the Hanover Township Izaak Walton Center, as more fully described in these Bid Documents

Pre-Bid Meeting: Date: July 17th, 2019
Time: 10am

Cut off for Questions: Date: July 18th, 2019
Time: 5pm

Bid Due: Date: July 22nd, 2019
Time: 9am

Bids Submitted to: Hanover Township Building – Clerk’s Office
250 South IL Route 59
Bartlett, Illinois, 60103

Bid Opening: Date: July 22nd, 2019
Time: 9am

Opening Location: Hanover Township Building – Clerk’s Office
250 South IL Route 59
Bartlett, Illinois, 60103

Award Notification: August 7th, 2019

Begin Construction: September 4th, 2019, weather permitting

Completion Deadline: November 24th, 2019, weather permitting

Questions to: Jorge Rueda
Project Manager
2IM Group, LLC
312-441-9554 (x2202)

Caleb Hanson
Director of Facilities and Road Maintenance
Hanover Township
630-483-5664

NOTICE TO BIDDERS

Hanover Township ("Township") is accepting sealed bids for the Izaak Walton Center Improvements Project ("Project") located at 899 Jay St., Elgin, Cook County, Illinois ("Project Site"). For more information regarding the Project, please contact Jorge Rueda, Project Manager, at 312-441-9554 x 2202. Copies of the Bid Documents may be obtained from the Hanover Township website (www.hanover-township.org) beginning June 27, 2019. Bidders with questions or who wish to visit the site may do so through appointment only by contacting the Project Manager, Jorge Rueda, at 312-441-9554 x 2202. All questions shall be submitted by 5:00 pm on July 18, 2019.

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, at the Township Town Hall, 250 South IL Route 59, Bartlett, Illinois 60103. All Bids shall be submitted before 9:00 A.M. on July 22, 2019, 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 Bid Documents.

The Davis Bacon Act and the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project. 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," 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 August 7, 2019. The Project work must be performed in strict compliance with the Bid Documents and subsequent Contract, and shall begin on or about September 4, 2019, and be completed no later than November 24, 2019.

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 27, 2019.

INSTRUCTIONS AND GENERAL CONDITIONS

DEFINITIONS

All definitions are additional to those provided in the latest edition of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction and any revisions.

- A. "Township" or "Owner" shall mean the Township of Hanover, Cook County, Illinois.
- B. "Engineer" shall mean 2IM Group, LLC, 118 S. Clinton St., #350, Chicago, IL 60661; (312) 441-9554.
- C. "Project Site" shall mean 899 Jay St., Elgin, Cook County, Illinois.
- D. "Project Work" shall mean the building of all the proposed improvements shown on the set of plans titled: "IZAAK WALTON IMPROVEMENTS," prepared by Engineer, dated on or before June 27th, 2019, in strict compliance with the Bid Documents, Construction Stakeout, and subsequent Contract, with the most stringent and demanding requirements controlling.
- E. "Bid Documents" shall mean:
 - 1. These Instructions and General Conditions;
 - 2. The attached Bid Notice;
 - 3. The attached Plans, Specifications, and Drawings;
 - 4. All addenda issued prior to receipt of bids;
 - 5. The attached Bid Form;
 - 6. The Bid Proposal submitted on the form furnished by Engineer and required documents; and
 - 7. Performance Bond, Payment Bond, Permit Bond, and/or Irrevocable Letter of Credit.
- F. "Addenda" shall mean any written or graphic instruments issued prior to the bid opening which modify or interpret the Bid Documents, by additions, deletions, clarifications, or corrections.
- G. "Bidder" shall mean each contractor bidding on the Izaak Walton Center Improvements Project.
- H. "Successful Bidder" or "Contractor" shall mean the Bidder that receives the award of contract from the Township for the Project Work.
- I. "Project Completion" shall mean completion of all work items, all punch list items, and all paperwork to the satisfaction of the Engineer and Township.
- J. "Substantial Completion" shall mean completion of all work items to open the project safely to the public without permanent closures, including final pavement markings and landscaping.
- K. "Permanent Closures" shall mean 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.
- L. "Paperwork" shall mean 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.

INSTRUCTIONS

- 1. The Bidder must submit his, her, or its bid on the forms furnished by the Engineer. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company. The bid form is contained in these documents. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United

States dollars. Incorrect completion, execution, or submission of bids shall be sufficient grounds for rejection of a bid.

2. All bids shall be submitted in a sealed envelope stating the Bidder's name and address, and shall be marked "IZAAK WALTON IMPROVEMENTS."
3. Bids must be received by the Township at the Township Clerk's Office no later than 9:00 A.M. on July 22nd, 2019, made to the attention of Katy Dolan Baumer, Township Clerk, 250 South IL Route 59, Bartlett, IL 60103. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids. Failure to comply may result in premature opening of, or a failure to open, such Bid.
4. 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.
5. Upon request, the Bidder will provide proof to the Township that the signature on the bid form has the authority to bind the Bidder to the price(s) quoted and to the terms and conditions of a contract.
6. Failure to submit the following items, as a minimum, shall disqualify Bidder's Bid:
 - Proposal;
 - Any and all Addenda, 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).
7. Any explanation desired by a Bidder regarding the meaning or interpretation of any section, portion, term, etc., of these Instructions and General Conditions shall be requested in writing and with sufficient time allowed for a reply to reach each Bidder before the Bid due date.
8. Any interpretation made by Engineer will be in the form of an Addendum to these Instructions and General Conditions 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.
9. The Bidder shall, before submitting a bid, carefully examine the Bid Documents and visit and inspect the Project Site. 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 and is conversant with the Project Site, facilities, and difficulties, the Bid Documents, the requirements of these Instructions and General Conditions, 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. No plea of ignorance of conditions that exist, 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 the Bid Documents, including, but not limited to, these Instructions and General Conditions, nor will be accepted as a basis for any claims whatsoever, for extra compensation
10. Bids shall include 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 General Conditions on which the 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.

11. 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. 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. If an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Township will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect
12. Any Bidder may withdraw or modify his or her bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters, or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the Township prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "MODIFICATION OF IZAAK WALTON IMPROVEMENTS."
13. Award of a successful Bid will be made to the lowest responsible Bidder, as determined by the Township, whose Bid conforms to the Bid Documents, provided the Bid price is reasonable and it is in the best interest of the Township to accept it. 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.
14. 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. Conditional or Qualified bids are subject to rejection in whole or in part.
15. 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.

GENERAL CONDITIONS

1. **Specifications.** All Plans, Drawings, and Specifications prepared by Engineer for the Project Work are contained in these Bid Documents. 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.
2. **Control of Materials.** All materials used in the Bid 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.
3. **Proposal Agreements.** In accordance with the advertisement, conditions, and specifications attached hereto and which are a part hereof, the 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. All items of work for which there are no pay items shall be considered incidental to the contract. Quantities listed on the Bid Form are approximate and subject to increase or decrease, and that Bidder shall accept as full payment the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the Bid Form. If the Township increases, decreases, or alters the Project Work, 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 Township may at any time during the progress of the Project covered by this Bid, order other work materials incidental thereto, and all such work and materials as do not presently appear in the Bid Documents 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 Bidder shall accept as full compensation therefore that actual cost plus fifteen percent (15%). The actual cost shall be determined by Engineer.

4. **Payment.** Every thirty (30) calendar days the successful Bidder shall submit a pay estimate to the Engineer 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 submit the invoice to the Township for payment along with all required Paperwork.

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.

5. **Change Orders.** Minor field changes to facilitate ease of construction in the best interest of the Township may be made in the field by the Engineer, with the understanding of both parties that no change in contract price is involved. Where proposed changes involve a modification to (i) the contract sum; (ii) the contract time, or (iii) material change in the Project Work, a written change order shall be prepared by Engineer. It shall be a condition precedent to the acceptance of any change order which involves an increase or decrease in the contract sum of \$10,000 or more or extends the time of completion by more than thirty (30) days, that the Township Board of Trustees shall have first approved of such written change order and made the requisite determinations and findings in writing required by 720 ILCS 5/33E-9. Other changes involving modifications to the contract sum, contract time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the contract time must be approved by the Township Administrator.

6. **Prevailing Wage.** All laborers and mechanics employed by Bidder and by any subcontractor(s) on Project Work, Repair 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.*, (hereinafter, the "Act") (hereinafter "Prevailing Wages"). Bidder and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. Bidder agrees and stipulates that the prevailing rate of wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. Bidder shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Bidder 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 on the Project 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 Bidder 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 Bidder and not at the expense of Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. Bidder 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 Project Work and for ensuring strict compliance with the requirements of the above mentioned Acts, including, but not limited to, providing certified payrolls to Township in accordance with said applicable laws.

7. **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, 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:
 - i. 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.
 - ii. 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.
 - iii. 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.

- 8. **Non-Discrimination.** The 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 Project Site 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.
- 9. **Illinois Human Rights Act.** The Bidder shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 *et seq.*, and actor represents and warrants to Township as follows:
 - A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin, 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 Project or any portion thereof, it will determine the availability, in accordance with the Illinois Department of Human Rights' (hereinafter, the "Department") 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, 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 Bidder'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 Bidder in its efforts to comply with such Acts and Rules and Regulations, Bidder 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 ascertain 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 awards under which any portion of the obligations herein are undertaken or assumed, so that each provision will be binding upon such subcontractor. Bidder 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, Bidder 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.
10. **Illinois Freedom of Information Act.** The Bidder will maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Bidder shall produce records which are responsive to a request received by the Township under the Freedom of Information Act so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Bidder shall so notify the Township and if possible, the Township shall request an extension so as to comply with the Act. In the event that the Township is found to have not complied with the Freedom of Information Act due to Bidder's failure to produce documents or otherwise appropriately respond to a request under the Act, then Bidder shall indemnify and hold the Township harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.
11. **Bid Bond and Payment and Performance Bonds.** 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. 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.

The successful Bidder for the Project, within ten (10) days of receiving a written "Notice to Proceed," 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. Failure to comply with the conditions set forth in the Bid Documents may result in the termination of a successful Bid and subsequent Contract or may result in default. In such event, Bidder may be liable for any costs of performing the Project Work, Repair Work, and/or Warranty 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 Bidder. All differences after exhaustion of the Bid guarantee shall be charged to Bidder. In the event Bidder fails to furnish such Payment and Performance Bonds or Irrevocable Letter of Credit and/or execute the Contract within said ten days, the amount of the check or Bid Bond shall be forfeited to the Township as liquidated damages.

12. Insurance.

A. Required Coverages. The Bidder shall procure and maintain for the duration of the Project Work, Repair Work, and/or 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 total bid amount set forth in the Bid Proposal.

i. *Workers Compensation and Employees Liability Insurance.* The Bidder shall maintain workers compensation insurance as required by statute and employer's liability insurance, which shall include the following provisions and not less than the following limits:

Bodily Injury by accident	\$1,000,000 each accident
Bodily injury by disease	\$1,000,000 policy limit
Bodily injury by disease	\$1,000,000 each employee

ii. *Commercial General Liability Insurance.* The Bidder shall maintain commercial general liability ("CGL") insurance with limits not less than the following:

Each occurrence	\$1,000,000
General Aggregate per Project	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

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: the Project Work, Repair Work, and Warranty Work, including activities performed by or on behalf of Bidder; premises owned, leased, or used by Bidder; 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). 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. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of five (5) years after final acceptance of the Project.

iii. *Commercial Automobile Liability Insurance.* Bidder shall maintain commercial auto liability insurance with a limit of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. Commercial 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.

- iv. *Excess Umbrella Liability Insurance Coverage.* Bidder shall maintain Excess Umbrella Liability Insurance coverage over CGL, Commercial Auto, and Employer's Liability with limits not less than the following:

Each Occurrence:	\$25,000,000
General Aggregate per Project:	\$25,000,000

The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Bidder's CGL coverage per occurrence exceeds \$1,000,000.

- B. Additional Insured. The required insurance coverages, with the exception of Workers Compensation, shall name Hanover Township, 2IM Group, LLC, and each of their respective officers, officials, directors, employees, volunteers, managers, servants, agents, parent companies, subsidiaries, affiliates, successors, and assigns (hereinafter, collectively, the "Additional Insured") as insured, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage. These insurance coverages shall be primary and non-contributory with respect to any other insurance or self-insurance afforded to the Additional Insured 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. If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the Additional Insured requires and should be entitled to the broader coverage and/or higher limits maintained by Bidder. Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

As part of the provisions and requirement for this project, other entities may be required to be added as an "additional insured" on the liability insurance of the Bidder. The Bidder shall assure these entities are included as additional insured.

If the Additional Insured have not been included as an insured under the Commercial General Liability, Business Auto Liability, and Excess Umbrella Liability Insurance coverages required herein, Bidder waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Project Work.

- C. 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. Upon written request from the Township Administrator, Bidder must supply certified copies of the requested insurance policies within ten (10) days.
- D. Evidence of Insurance. Prior to beginning work, Bidder shall furnish Township 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 thirty (30) days' written notice to Township prior to the cancellation or material change of any insurance referred to therein. Written notice to Township shall be by certified mail, return receipt requested. Failure of Township to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bidder 's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Bidder or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance may result in termination of a successful Bid of subsequent Contract at the option of 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 Township whenever requested.

- E. Cross-Liability Coverage. If Bidder'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.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Bidder 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.
- G. Hanover Township Shall Not Waive Any Rights of Subrogation. Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it and/or its insurance carrier and/or risk pool provider, Illinois Counties Risk Management Trust ("ICRMT"), risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against any Bidder, for any property injury, death, or other damage caused by Bidder and/or any of its subcontractors of any tier, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work.
- H. Failure to Comply with Insurance Reporting Provisions. All insurance required of Bidder 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.
- I. All Insurance Obtained Shall Apply Separately to Each Insured. All insurance required of Bidder 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.
- J. Insurance Requirements Cannot Be Waived. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements herein by any action or omission, including, but not limited to:
 - i. Allowing any work to commence by Bidder before receipt of Certificates of Insurance;
 - ii. Failing to review any Certificates of Insurance received;
 - iii. Failing to advise Bidder that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
 - iv. Issuing any payment without receipt of a sworn certification from Bidder stating that all the required insurance is in force.

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

- K. Liability of Bidder is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Bidder and/or its respective insurance carriers. Township and the 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, Bidder, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Bidder 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 Bidder's insurance.
- H. Notice of Personal Injury or Property Damage. Bidder shall notify Township and Engineer, 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.

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

13. **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 its Administrator, Supervisor, members of the Board of Trustees, officials, directors, officers, employees, volunteers, agents, and representatives 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 Project Site becomes unusable to Bidder for whatever reason.

14. **Indemnification.** To the fullest extent permitted by law, the Bidder shall be responsible for any and all injuries to persons or damages to property due to the activities of the Bidder, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Bidder shall indemnify, defend, and hold harmless Hanover Township and its officials, officers, employees, agents, invitees, and representatives, and their respective heirs, successors and assigns (the "Indemnified Parties") from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with: (a) the Project Work, Repair Work, and/or Warranty Work, or on account of or in consequence of any neglect in safeguarding such work or using unacceptable materials in constructing such work; (b) any act or omission, neglect, or misconduct of the Bidder, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable; (c) Bidder's breach of any of its obligations under, or Bidder's default of, any provision of these Bid Documents or the subsequent Contract; (d) any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. In such case, Bidder 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. This obligation is binding on the Bidder without regard to whether or not such claim, lawsuit, action, cost, and fee is caused in part by the act, omission, or negligence of the Indemnified Parties. This obligation shall survive the expiration and/or termination of the Project.

In claims against the Indemnified Parties by an employee of the Bidder, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Bidder or subcontractor under any employee benefits act including but not limited to the Workers Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Bidder under and by virtue of the Contract as shall be deemed necessary by the Township for the payment thereof, may be retained by the Township for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Bidder's surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Township or its employees or agents shall be deemed a waiver by the Township of full compliance with the requirements of the Bid Documents and subsequent Contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Bidder herein.

15. **Limitation on Township's Liability.** Bidder shall waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against Township, Engineer, and other Indemnified Parties and agrees not to make any claim or demand for such damages against Township, Engineer, and/or other Indemnified Parties.

16. **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.
17. **Warranty.** Bidder shall assign all manufacturers' warranties for the Project Work to Township. Notwithstanding such assignments, Bidder expressly warrants to Township that all materials, supplies, and all labor furnished on or for the Project Work will be free from defects, and Bidder shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to Township for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by Township. This warranty is in addition to, and not in lieu of the warranties set forth in the Bid Documents and subsequent Contract. Work performed under this warranty and/or those set forth in the Bid Documents or subsequent Contract shall be referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Bidder's receipt of notice from Township demanding the Warranty Work, weather permitting.

If the Bid Documents or subsequent Contract provide for methods of construction, installation, materials, etc., which Bidder cannot warranty for the indicated period, it shall be the responsibility of Bidder to so inform Township in writing before submitting its bid. Otherwise, Bidder shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.
18. **Repair Work.** Upon completion of the Project Work, and/or any Warranty Work, Bidder shall repair any damage to Township property attributable to acts and/or omissions of Bidder, its employees, subcontractors, or agents, or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the respective completion of the Project Work and/or Warranty Work, weather permitting.
19. **Protection of the Public.** The Bidder shall erect and maintain barricades, canopies, guards, warning lights, and signs to the extent required by the Township for the protection of the public.
20. **Protection of the Work.** It is the responsibility of the Bidder to adequately protect his work from vandalism, weather, accidental damage, and access by unauthorized persons, for the general protection of the public, until the Project Work is accepted by the Township. The Bidder shall bear the cost of repairing or replacing any damaged work.
21. **Traffic Control.** The Bidder will be responsible for controlling traffic when construction vehicles are entering or exiting the site. The Bidder will be responsible for the erection and maintenance of barricades, signage, and miscellaneous traffic control measures to insure that vehicular traffic flows smoothly and safely on the streets surrounding the Project Site.
22. **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.
23. **Removal and Disposal.** Bidder must remove and dispose of all construction or demolition debris materials, waste, and soils at licensed facilities in accordance with applicable federal, state, and local laws, including but not limited to the National Environmental Policy Act and Illinois Public Act 96-1416, with the most stringent and demanding requirements controlling.
24. **Hazardous Substances.** Bidder 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 Township (hereinafter, the "Owner's Property") by Bidder, its employees, subcontractors of any tier, suppliers, and anyone for whose acts and/or omissions for whom Bidder may be liable (hereinafter, collectively, the "Bidder'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 Bidder or Bidder 's Agents in violation of this Paragraph, results in contamination of the said property, Bidder 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, but not limited to, 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. Bidder 's indemnification obligations and duties hereunder shall survive the termination and/or expiration of the Project.

25. **Subcontractors.** All Sub-contractors are subject to approval by the Township and in accordance with the requirements of the Bid Documents. If any sub-contractor is not approved, the Bidder will be obligated to submit an acceptable alternate at no increase to the base bid lump sum.
26. **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 Successful Bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Bidder and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the Bidder.
27. **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.
28. **Certifications and Affidavits.** Bidder shall furnish any affidavit or Certificate in connection with the work covered by these Bid Documents and/or the subsequent Contract, as required by law.
29. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by Bidder 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 building codes (hereinafter, collectively, the "Laws"). To the fullest extent permitted by law, Bidder shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorneys' fees, and other costs of defense by reason of actual or alleged violations of any of the Laws, including, but not limited to, products liability claims. Further, 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, 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 the Project.
30. **Miscellaneous.** The terms of these Bid Documents set 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.

31. **Addenda.** The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATED
_____	_____
_____	_____
_____	_____

ORDINANCE NO. 060518

**AN ORDINANCE ASCERTAINING PREVAILING WAGES
IN HANOVER TOWNSHIP**

WHEREAS, the state of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, (820 ILCS 130/0.01 et seq.) (the "Prevailing Wage Act" or the "Act"); and

WHEREAS, the Prevailing Wage Act requires that Hanover Township of Cook County, Illinois, investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of Hanover Township performing public works for the Hanover Township;

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of Hanover Township, Cook County, Illinois as follows:

SECTION ONE: To the extent and as required by the Prevailing Wage Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in performing public works coming under the jurisdiction of Hanover Township is hereby ascertained to be the same as the prevailing rate of wages for the Cook County area as determined by the Department of Labor of the state of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the state of Illinois shall supersede the Department's June determination and apply to any and all public works undertaken by Hanover Township. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Hanover Township to the extent required by the aforesaid Act.

SECTION THREE: The Township Clerk shall publicly post or keep available for inspection by any interested party in the main office of Hanover Township this determination or any revisions of such prevailing rate of wage. To the extent required under the Act: (i) a copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all bid specifications and other bid documents for public work projects subject to the Act as required under Section 4 of the Act; (ii) all contracts, purchase orders, resolutions, ordinances, and other documents for such projects shall require that not less than the prevailing rate of wages as determined herein subject to subsequent revisions by the Illinois Department of Labor and/or Hanover Township shall be paid to all laborers, workers and mechanics performing work under such contracts; (iii) such bid documents and contracts pertaining to public works shall otherwise comply with the requirements of the Act; and (iv) notice of said prevailing rate of wages requirement shall otherwise be provided in accordance with the Act.

SECTION FOUR: The Township Clerk shall promptly mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Township Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division (Springfield, Illinois) and the Department of Labor of the state of Illinois, but in no event later than July 15, 2018.

SECTION SIX: Within thirty (30) days of filing a certified copy of this Ordinance with the Secretary of State, the Township Clerk shall cause to be published in a newspaper of general circulation within Hanover Township notice of the above mentioned determination by the Hanover Township Board of Trustees regarding said prevailing rate of wages.

SECTION SEVEN: Severability. The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION EIGHT: Repeal of Prior Ordinances. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION NINE: Effective Date. This Ordinance shall be in full force and effect upon its passage and approval.

Roll Call Vote: Supervisor McGuire, and Trustees Benoit, Essick, Martinez, and Moinuddin

Ayes: 4 *Supervisor McGuire and Trustees Essick, Martinez and Moinuddin*

Nays: 0

Absent: 1 *Trustee Benoit*

Passed: June 5, 2018

Approved: June 5, 2018



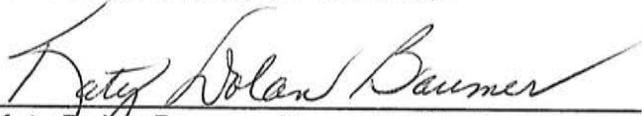
Brian P. McGuire, Township Supervisor

ATTEST:


Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance No. 060518 enacted on June 5, 2018, and approved on June 5, 2018, as the same appears from the official records of Hanover Township.



Katy Dolan Baumer, Township Clerk

Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.85	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

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; Benoto (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

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".

BID FORM

1. Project Identification.

Project Name: Izaak Walton Center Improvements Project
 Owner: Hanover Township
 Location: 899 Jay St., Elgin, Cook County, Illinois

2. Bidder Identification.

Name: _____ Date: _____

Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Fax: _____

E-mail: _____

3. Bid Proposal.

The undersigned hereby submits the following bid:

BID FORM					
SUMMARY OF QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	TOTAL	ENGINEER'S UNIT PRICE	ENGINEER'S AMOUNT
20200100	EARTH EXCAVATION	CU YD	142.30		
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	151.30		
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.30		
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	640.60		
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	753.9		
40300200	BITUMINOUS MATERIALS (PRIME COAT)	TON	144.10		
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	29		
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9		
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8		
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00		
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00		
60260100	INLETS TO BE ADJUSTED	EACH			
60255500	MANHOLES TO BE ADJUSTED	EACH			
67100100	MOBILIZATION	L SUM	1.00		
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT			
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100		
20101100	TREE TRUNK PROTECTION	EACH	5.00		
X0100003	CLEARING AND GRUBBING	SQ YD	450.00		
X2010400	STUMP REMOVAL ONLY	UNIT	3.00		
	EROSION & SEDIMENT CONTROL	L SUM	1.00		

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.

BIDDER SHALL USE THIS FORM FOR SUBMISSION OF UNIT PRICES.

TOTAL	
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4. **Time of Completion.**

The undersigned hereby agrees that, if awarded the contract, the Project Work shall commence immediately after receiving "Notice to Proceed," and shall diligently prosecute and complete the Project Work and all required Repair Work in strict compliance with the Bid Documents and subsequent Contract on or before November 24th, 2019. The undersigned understands and agrees that completion within the time limit is an essential part of the contract. Time is of the essence.

5. **Associated Documents.**

Bidder shall include the following documents with this Bid Form:

- Any and all Addenda, 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).

6. **Acknowledgement.**

The undersigned acknowledges that Bidder has received and reviewed the Bid Documents, including, but not limited to, the Bid and Project Schedule, Bid Notice, Plans, Specifications, Drawings, Instructions and General Conditions, Addenda, and Bid Form, that Bidder has thoroughly examining the Project Site and the pertinent adjacent areas, and that the Township's set of plans are accurate and complete.

7. **Contract Provisions.**

- A. The undersigned represents and warrants that he/she has the authority to bind the Bidder to the bid price stated above.
- B. The undersigned represents and warrants that this 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.
- C. The undersigned agrees that, if this Bid is accepted by Township, Bidder shall be contractually bound to perform the Project Work in compliance with the Bid Documents and subsequent Contract. 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 Project Work. Successful Bidder shall not assign the whole or any

part of the bid award or any obligations created or under the Contract Documents without the written consent of the Township.

- D. The undersigned agrees that, if this Bid is accepted by Township, Bidder shall execute and deliver to the Township a contract for the Project Work, together with the necessary Payment and Performance Bonds, Certificates of Insurance and Endorsements, and other required documents within **fifteen (15) days** after receiving the "Notice to Proceed." Failure to do so will result in forfeiture of Bidder's Bid Bond as liquidated damages and not as a penalty.
- E. The undersigned agrees that, if this Bid is accepted by Township, 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.

Bidder: _____
(Legal name of person, firm, partnership, LLC, or corporation)

By: _____
(Signature)

(Title)

[END OF BID FORM]