

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Subcontractor:

Laser Striping, Inc.
PO Box 03
Streamwood, IL 60107
224-922-7483
FEIN: 46-5305685



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ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Material Supplier - Asphalt

Allied Asphalt
1100 Brandt Drive
Hoffman Estates, IL
Dave Verdico 847/695-9300

Bartlett Plant
2300 Graham Street
Bartlett, IL 60103
630/289-6080

- Federal Employer Identification Number (FEIN) of Contractor and all Subcontractor(s).

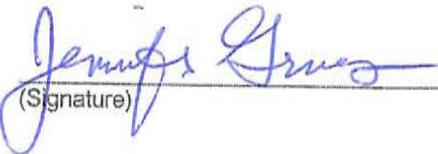
6. Acknowledgement.

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.

- F. The undersigned represents and warrants that he/she has the authority to bind the Bidder to the bid price stated above.
- G. 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.
- H. 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.
- I. 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.
- J. 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: Schroeder Asphalt Services, Inc.
(Legal name of person, firm, partnership, LLC, or corporation)

By:  /Jennifer Graves
(Signature)

Vice President
(Title)

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Schroeder Asphalt Services, Inc.
Phone: 815/923-4380
Fax: 815/923-4389

Mailing & Legal Address:
P.O. Box 831
Huntley, IL 60142-0831

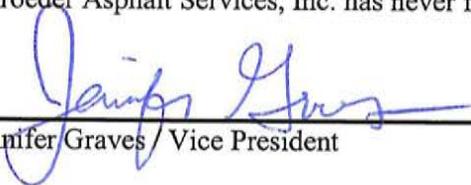
Office Location:
11022 S. Grant Hwy.
Marengo, IL 60152-9405

Corporation - Incorporated in the state of Illinois on 5/8/1997
In business for about 22 years.

Vice President: Jennifer Graves

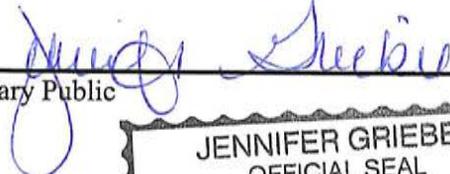
FEIN # 39-1889745

Schroeder Asphalt Services, Inc. has never filed bankruptcy.



Jennifer Graves / Vice President

Subscribed and sworn before me this 22nd day of July, 2019.



Notary Public



SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Key Office Personnel and Field Supervisors:

Ronald Schroeder – President / Treasurer – 43+ Yrs. Experience

Jennifer Graves – Vice President – 22 Years of Experience

Grace Foss – Corporate Secretary/Estimator Assistant – 15+ Years of
Experience

John Rocco – Superintendent – 39 Years of Experience

Kyle Joustra - Field Supervisor / Estimator / Project Manager - 18+ Years of
Experience



**Illinois Department
of Transportation**

Certificate of Eligibility

Schroeder Asphalt Services, Inc.
P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

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

\$30,025,000.00

001	EARTHWORK	\$1,675,000
005	HMA PAVING	\$18,375,000 B
012	DRAINAGE	\$300,000
017	CONCRETE CONSTRUCTION	\$150,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,525,000
08A	AGGREGATE BASES & SURF. (A)	\$1,975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/22/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/22/2019.

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

Jim Bell

Engineer of Construction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515		CONTACT NAME: Michelle Haskell, CISR PHONE (A/C, No., Ext): 815-215-4705 E-MAIL ADDRESS: michelle.haskell@hubinternational.com		FAX (A/C, No): 877-699-3316
INSURED SCHRASP-01 Schroeder Asphalt Services, Inc Karen Schroeder Po Box 831 Huntley IL 60142		INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 22292

COVERAGES

CERTIFICATE NUMBER: 1172654886

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AB9180453	5/21/2019	5/21/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AV9181578	5/21/2019	5/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AU9222942	5/21/2019	5/21/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AW9180455	5/21/2019	5/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Inland Marine			IHC-D238755-00	5/21/2019	5/21/2020	Leased/Rented Equip. Leased/Rented Ded.	100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Sample

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period.	Your operations or premises owned, leased, or rented by you.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COUNTRY Mutual Insurance Company

POLICY NUMBER: AB 9180453 04

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period and indicating insurance under this endorsement (CG 20 37 and or completed operations coverage) applies for that entity; but only for:</p> <ul style="list-style-type: none"> • This one policy period shown in the Declarations to which that certificate applies, and • The specific project and those locations and completed operations for which that certificate is required by the contract between that certificate holder and you. <p>This endorsement will not apply to any entity for whom we have rejected or declined this completed operations coverage for this policy period.</p>	<p>Per certificates of insurance on file</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HANOVER TOWNSHIP

ADDENDUM NO. 1

TO BIDDING REQUIREMENTS FOR the

Robinhood, Will Scarlett, and Greenfeather Lane Resurfacing
Bernier Drive South Resurfacing

Date: July 19, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Section 12(a)(iv) of the General Conditions on Page 24 of the BID DOCUMENTS is deleted and replaced with the following language:
 - 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:	\$5,000,000
General Aggregate per Project:	\$5,000,000

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.
2. Page 3 of the BID DOCUMENTS (G-0 of the Contract Drawings) is to be replaced with attached page R-G-0.
3. Page 7 of the BID DOCUMENTS is to be replaced with the attached page R-15. The changes include the following:
 - a. Cut off for questions- Date changed to July 25th, 2019
 - b. Bid Due- Date changed to July 29th, 2019
 - c. Bid Opening- Date changed to July 29th, 2019
4. Page 46 of the BID DOCUMENTS is to be replaced with the attached page R-46

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

1. The following revised contract drawings are included with this addendum: R-G-0

CHANGES TO THE CONTRACT SPECIFICATIONS:

1. The following revised specification pages are included with this Addendum: R-15, R-46

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

ROBINHOOD, WILL SCARLETT AND GREENFEATHER

ROBINHOOD, WILLSCARLETT AND GREENFEATHER
ELGIN, IL 60120

PROJECT	DATE	SHEET	TOTAL SHEETS
CONTRACT NO.			

- INDEX OF SHEETS**
- G-0 COVER SHEET
 - S-1 TOPOGRAPHIC SURVEY
 - S-2 TOPOGRAPHIC SURVEY
 - S-3 TOPOGRAPHIC SURVEY
 - PR-1 PAVEMENT RESURFACING PLAN
 - PR-2 PAVEMENT RESURFACING PLAN
 - PR-3 PAVEMENT RESURFACING PLAN
 - DET-1 TRAFFIC CONTROL PLAN



LOCATION MAP
JUNE 18TH, 2019
CONTRACT NO. 19-101

PREPARED FOR

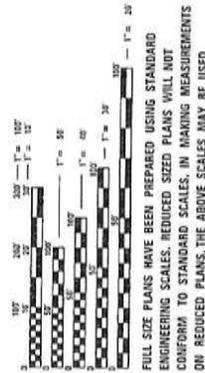


250 S. IL ROUTE 59
BARTLETT, IL 60103

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.

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-492-0123
OR 811



GEORGE R. REED, PE
NO. 057-065557
EXP. DATE 11/30/2019

CONTRACT NO.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR BIDDING	06/18/19	JULIE
2	ISSUED FOR BIDDING	06/18/19	JULIE
3	ISSUED FOR BIDDING	06/18/19	JULIE
4	ISSUED FOR BIDDING	06/18/19	JULIE
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98	ISSUED FOR BIDDING	06/18/19	JULIE
99	ISSUED FOR BIDDING	06/18/19	JULIE
100	ISSUED FOR BIDDING	06/18/19	JULIE

NOTE: THESE SHEETS ARE TO BE USED ONLY WITH THE MAIN PLAN SHEET AND SHALL BE USED IN CONJUNCTION WITH THE MAIN PLAN SHEET. THESE SHEETS ARE NOT TO BE USED IN ISOLATION. ANY CHANGES TO THESE SHEETS SHALL BE MADE BY THE ENGINEER. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

BID AND PROJECT SCHEDULE

Project A: Robinhood, Will Scarlett, and Greenfeather Lane Resurfacing Project

Location A: Robinhood, Will Scarlett, and Greenfeather Lane, Elgin, Cook County, Illinois

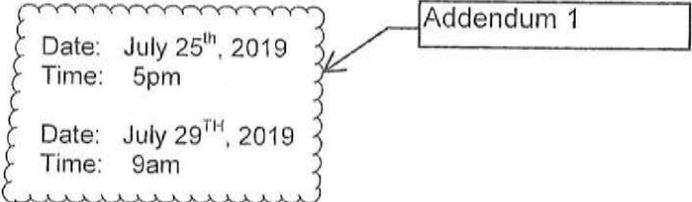
Project B: Robinhood, Will Scarlett, and Greenfeather Lane Resurfacing Project AND Berner Drive South Resurfacing Project

Location B: Robinhood, Will Scarlett, and Greenfeather Lane, Elgin, Cook County, Illinois AND Berner Drive and Dale Drive, Elgin, Cook County, Illinois

Owner: Hanover Township

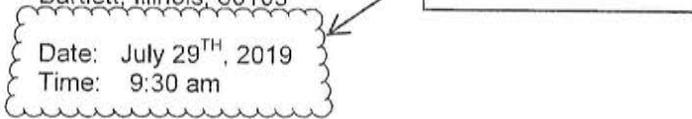
Description: Resurfacing of the above-mentioned roads, as more fully described in these Bid Documents

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

Cut off for Questions:  Date: July 25th, 2019
Time: 5pm

Bid Due:  Date: July 29TH, 2019
Time: 9am

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

Bid Opening:  Date: July 29TH, 2019
Time: 9:30 am

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



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 488-5600
www.hubinternational.com

July 22, 2019

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

Re: Schroeder Asphalt Services, Inc.
Project: Robinhood, Will Scarlet, and Green Feather Lake & Brener Drive South Resurfacing

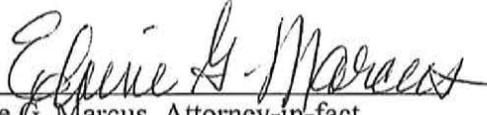
To Whom It May Concern:

As Surety for Schroeder Asphalt Services, Inc., the Hudson Insurance Company of New York, NY & subject to our normal underwriting considerations will issue the required performance and payment bonds on the forms prescribed in the bid documents, in the full amount of the contract.

Hudson Insurance Company has a group rating of A XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States.

If you should need further clarification please call the office.

Sincerely,
Hudson Insurance Company

By: 
Elaine G. Marcus, Attorney-in-fact

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices

1411 Opus Place, Ste. 450

Downers Grove, IL 60515

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

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

OWNER:

(Name, legal status and address)

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

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

PROJECT:

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

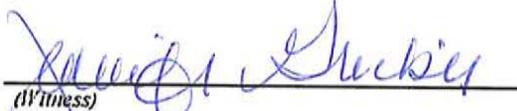
Robinhood, Will Scarlet, and Green Feather Lake Resurfacing & Brener Drive South Resurfacing

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

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

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

Signed and sealed this 22nd day of July, 2019


(Witness)


(Witness) Witness

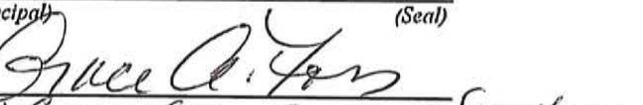
Schroeder Asphalt Services, Inc.

(Principal)

(Seal)

By:

(Title)


Grace Foss - Corporate Secretary

Hudson Insurance Company

(Surety)

(Seal)

By:

(Title)


Elaine G. Marcus Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Elaine G. Marcus Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in

said County, this 22nd day of July, 2019.



Graciela Casaus
Notary Public

Graciela Casaus

My Commission expires: May 5, 2023

Bond No. Bid Bond



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Elaine G. Marcus of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested on this 14th day of December, 2017 at New York, New York.



HUDSON INSURANCE COMPANY

Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 22nd day of July, 2019.

(Corporate seal)



By: Dina Daskalakis
Dina Daskalakis, Secretary



Date: July 31, 2019

Mr. Caleb Hanson
Director, Department of Facilities & Road Maintenance
Hanover Township
250 S. IL Route 59
Bartlett, IL 60103

RE: Izaak Walton Center Improvements

Dear Mr. Hanson:

We have evaluated the bids received on Monday, July 29th for the Izaak Walton Center Improvements.

Three bids were received as shown below:

Contractor	Bid Total
Brothers Asphalt	\$125,807.26
Lorusso Cement Contractors	\$143,800.00
Schroeder Asphalt	\$67,492.55

Engineer's Estimate: \$85,125.94

Schroeder's bid is 20% lower than the Engineer's cost estimate. The low bidder's unit prices were lower than the Engineer on some of the larger items. The largest differences were on Aggregate Base Course (-12.7%) and Hot-Mix Asphalt Pavement (FULL-DEPTH) (-20.0%). Schroeder's unit price for Hot-Mis Asphalt Pavement Surface Course was identical to the Engineer's. The remaining bidders provided much higher unit costs for this item.

The low bid was submitted by Schroeder Asphalt in the amount of \$67,492.55. Our evaluation of the bid submitted by Schroeder determined that the bid is responsible and balanced. Therefore, we recommend the award of a contract for construction of the Izaak Walton Center Improvements to Schroeder Asphalt in the amount of \$67,492.55.

Sincerely,

Jorge Rueda, P.E.
Project Engineer

IZAAK WALTON CENTER IMPROVEMENTS

BID ANALYSIS (LOW BIDDER)

SUMMARY OF QUANTITIES				ENGINEER		SCHROEDER'S ASPHALT		Low Bidder	
ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE2	TOTAL2	UNIT PRICE3	TOTAL3	% Above Engineer	% OF TOTAL
20200100	EARTH EXCAVATION	CU YD	122.9	\$50.00	\$6,145.00	\$48.00	\$5,899.20	-4.00%	8.74%
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	92.2	\$20.00	\$1,844.00	\$28.00	\$2,581.60	40.00%	3.83%
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.3	\$55.00	\$7,826.50	\$48.00	\$6,830.40	-12.73%	10.12%
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	553.1	\$35.00	\$19,358.50	\$28.00	\$15,486.80	-20.00%	22.95%
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	714.6	\$1.00	\$714.60	\$0.01	\$7.15	-99.00%	0.01%
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	124.4	\$4.00	\$497.60	\$1.00	\$124.40	-75.00%	0.18%
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	29	\$150.00	\$4,350.00	\$150.00	\$4,350.00	0.00%	6.45%
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9	\$120.00	\$13,908.00	\$120.00	\$13,908.00	0.00%	20.61%
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8	\$4.70	\$4,863.56	\$5.00	\$5,174.00	6.38%	7.67%
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00	\$2.50	\$20.00	\$30.00	\$240.00	1100.00%	0.36%
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00	\$0.30	\$169.80	\$1.00	\$566.00	233.33%	0.84%
67100100	MOBILIZATION	L SUM	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	33.33%	2.96%
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	\$40.00	\$4,000.00	\$30.00	\$3,000.00	-25.00%	4.44%
20101100	TREE TRUNK PROTECTION	EACH	5.00	\$55.00	\$275.00	\$300.00	\$1,500.00	445.45%	2.22%
X0100003	CLEARING AND GRUBBING	SQ YD	450.00	\$15.00	\$6,750.00	\$8.00	\$3,600.00	-46.67%	5.33%
X2010400	STUMP REMOVAL ONLY	UNIT	3.00	\$100.00	\$300.00	\$75.00	\$225.00	-25.00%	0.33%
	EROSION & SEDIMENT CONTROL	L SUM	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	33.33%	2.96%
					SUBTOTAL		\$67,492.55		
					CONTINGENCY (15%)	\$11,103.38		N/A	
					GRAND TOTAL	\$85,125.94		\$67,492.55	

IZAAK WALTON CENTER IMPROVEMENTS
 BID ANALYSIS (All Bidders)

ITEM NO.	SUMMARY OF QUANTITIES DESCRIPTION	UNIT PRICE	TOTAL	ENGINEER		SCHROEDER'S ASPHALT		Lorusso Cement		BROTHER'S ASPHALT		AVERAGE		Low Bidder	
				UNIT PRICE2	TOTAL2	UNIT PRICE3	TOTAL3	UNIT PRICE4	TOTAL4	UNIT PRICE5	TOTAL5	UNIT PRICE6	TOTAL6	% Above Engineer	% OF TOTAL
20200100	EARTH EXCAVATION	CU YD	122.9	\$50.00	\$6,145.00	\$48.00	\$5,899.20	\$65.00	\$7,988.50	\$100.00	\$12,290.00	\$71.00	\$8,725.90	-4.00%	8.74%
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	92.2	\$20.00	\$1,844.00	\$28.00	\$2,581.60	\$65.00	\$5,993.00	\$64.00	\$5,900.80	\$52.33	\$4,825.13	40.00%	3.83%
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.3	\$55.00	\$7,826.50	\$48.00	\$6,830.40	\$85.00	\$12,095.50	\$80.00	\$11,384.00	\$71.00	\$10,103.30	-12.73%	10.12%
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	553.1	\$35.00	\$19,358.50	\$28.00	\$15,486.80	\$45.00	\$24,889.50	\$70.00	\$38,717.00	\$47.67	\$26,364.43	-20.00%	22.95%
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	714.6	\$1.00	\$714.60	\$0.01	\$7.15	\$3.00	\$2,143.80	\$0.30	\$214.38	\$1.10	\$788.44	-99.00%	0.01%
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	124.4	\$4.00	\$497.60	\$1.00	\$124.40	\$7.00	\$870.00	\$0.30	\$37.32	\$2.77	\$344.17	-75.00%	0.18%
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	29	\$150.00	\$4,350.00	\$150.00	\$4,350.00	\$300.00	\$8,700.00	\$200.00	\$5,800.00	\$216.67	\$6,283.33	0.00%	6.45%
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9	\$120.00	\$13,908.00	\$120.00	\$13,908.00	\$150.00	\$17,385.00	\$200.00	\$23,180.00	\$156.67	\$18,157.67	0.00%	20.61%
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8	\$4.70	\$4,863.56	\$5.00	\$5,174.00	\$14.50	\$15,004.60	\$5.00	\$5,174.00	\$8.17	\$8,450.87	6.38%	7.67%
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00	\$2.50	\$20.00	\$30.00	\$240.00	\$60.00	\$480.00	\$5.51	\$44.08	\$31.84	\$254.69	1100.00%	0.36%
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00	\$0.30	\$169.80	\$1.00	\$566.00	\$1.50	\$849.00	\$3.58	\$2,026.28	\$2.03	\$1,147.09	233.33%	0.84%
67100100	MOBILIZATION	L SUM	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$7,266.67	\$7,266.67	33.33%	2.96%
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	\$40.00	\$4,000.00	\$30.00	\$3,000.00	\$75.00	\$7,500.00	\$26.45	\$2,645.00	\$43.82	\$4,381.67	-25.00%	4.44%
20101100	TREE TRUNK PROTECTION	EACH	5.00	\$55.00	\$275.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$99.18	\$495.90	\$233.06	\$1,165.30	445.45%	2.22%
X0100003	CLEARING AND GRUBBING	SQ YD	450.00	\$15.00	\$6,750.00	\$8.00	\$3,600.00	\$20.00	\$9,000.00	\$7.21	\$3,244.50	\$11.74	\$5,281.50	-46.67%	5.33%
X2010400	STUMP REMOVAL ONLY	UNIT	3.00	\$100.00	\$300.00	\$75.00	\$225.00	\$1,000.00	\$3,000.00	\$250.00	\$750.00	\$441.67	\$1,325.00	-25.00%	0.33%
	EROSION & SEDIMENT CONTROL	L SUM	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$28,000.00	\$28,000.00	\$3,904.00	\$3,904.00	\$11,301.33	\$11,301.33	33.33%	2.96%
					\$74,022.56		\$67,492.55		\$155,198.90		\$125,807.26		\$116,166.50		
					\$11,103.38		N/A		N/A		N/A		N/A		
					\$85,125.94		\$67,492.55		\$155,198.90		\$125,807.26		\$116,166.50		

RESOLUTION _____

**A RESOLUTION
TO APPROVE THE AWARD OF THE CONTRACT FOR
THE HANOVER TOWNSHIP IZAAK WALTON CENTER IMPROVEMENTS PROJECT**

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the following total bid for the Hanover Township Izaak Walton Center Improvements Project (the "Project"), as more fully described in the bid proposal attached hereto as Exhibit "1" and expressly incorporated herein, is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Schroeder Asphalt Services, Inc. (the "Contractor") for the Hanover Township Izaak Walton Center improvements Project for the sum of \$67,492.55.

SECTION TWO: That the Hanover Township Izaak Walton Center Improvements Project Agreement, between Hanover Township and the Contractor for performance of the Project for the unit prices listed on the bid proposal (the "Agreement"), a copy of which is attached hereto as Exhibit "2" and expressly incorporated herein by this reference, is hereby approved.

SECTION THREE: The Supervisor and Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason,

the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 6, 2019

APPROVED: August 6, 2019

ATTEST:

Brian P. McGuire, Supervisor

Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on August 6, 2019, and approved on August 6, 2019, as the same appears from the official records of the Hanover Township.

Katy Dolan Baumer, Clerk

EXHIBIT 1

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

TABLE OF CONTENTS

TAB	COVER SHEET
1	INDEX
2	PLANS – SHEETS G-0, S-1, TS-1, PR-1
3	PROPOSAL <ul style="list-style-type: none">-Bid and Project Schedule-Notice to Bidders-Instructions and General Conditions
4	PREVAILING WAGES
5	BID FORM

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; - *Will provide if awarded*
 - 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 or subsequent Contract or may result default. In such event, the successful Bidder may be liable for any costs of performing the work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to the successful Bidder. All differences after exhaustion of the Bid guarantee shall be charged to the successful Bidder.

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 said 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

1

7/15/19

2

7/19/19

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



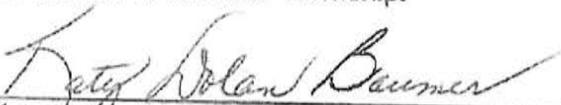
Brian P. McGuire, Township Supervisor

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
PILEDRIIVER	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 Placer; Concrete Pump (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; Greter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; 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: Schroeder Asphalt Services, Inc. Date: 7/22/19
 Address: Office: 11022 S. Grant Hwy., Marengo, IL 60152
 Address: Legal: P.O. Box 831
 City: Huntley State: IL Zip Code: 60142
 Telephone: 815/923-4380
 Fax: 815/923-4389
 E-mail: brent@schroederasphalt.com or grace@schroederasphalt.com

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
2800409	EARTH EXCAVATION	CU YD	142.00		
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	153.00		
35900110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.00		
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	640.00		
40900200	BITUMINOUS MATERIALS (TACK COAT)	POUND	152.9		
40900300	BITUMINOUS MATERIALS (PRIME COAT)	TON	144.10		
40900400	LEVELING BINDER (MACHINE METHOD), 1/20	TON	20		
40900300	HOT-MIX ASPHALT SURFACE COURSE, MIX 1A, 1 1/2"	TON	115.9		
42001057	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.6		
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00		
78001100	PAINT PAVEMENT MARKING - LINE 4"	FOOT	600.00		
60001000	INLETS TO BE ADJUSTED	EACH			
60000500	MANHOLES TO BE ADJUSTED	EACH			
67400100	MODULIZATION	L. SUM	1.00		
20100110	TREE REMOVAL (8 TO 10 UNITS DIAMETER)	UNIT			
20100210	TREE REMOVAL (OVER 10 UNITS DIAMETER)	UNIT			
20101100	TREE TRUNK PROTECTION	EACH	5.00		
20100000	CLEARING AND GRUBBING	SQ YD	400.00		
20100000	STUMP REMOVAL ONLY	UNIT	3.00		
	EROSION & SEDIMENT CONTROL	L. SUM	1.00		

See Attached ADDENDUM

NOTE: WORK SHALL BE IN ACCORDANCE WITH THE APRIL 2010 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.

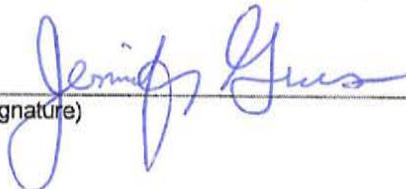
7. Contract Provisions.

- 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: Schroeder Asphalt Services, Inc.
(Legal name of person, firm, partnership, LLC, or corporation)

By:  /Jennifer Graves
(Signature)
Vice President
(Title)

[END OF BID FORM]

HANOVER TOWNSHIP
ADDENDUM NO. 1
TO BIDDING REQUIREMENTS FOR
the Izaak Walton Center Improvements

Date: July 15, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Page 35 of the BID DOCUMENTS is to be replaced with the attached page R-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

NONE

CHANGES TO THE CONTRACT SPECIFICATIONS:

1. The following revised specification pages are included with this Change Order: R-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

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:

Addendum #2

BID FORM SUMMARY OF QUANTITIES						
ITEM NO.	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT	
20200100	EARTH EXCAVATION	CU YD	122.9			
21101605	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	92.0			
38100110	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, MK 10", N70	TON	115.9			
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.6			
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.

BIDDER SHALL USE THIS FORM FOR SUBMISSION OF UNIT PRICES.

TOTAL	
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HANOVER TOWNSHIP

ADDENDUM NO. 2

TO BIDDING REQUIREMENTS FOR the
Izaak Walton Center Improvements

Date: July 19, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Section 12(a)(iv) of the General Conditions on Page 24 of the BID DOCUMENTS is deleted and replaced with the following language:

- 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:	\$5,000,000
General Aggregate per Project:	\$5,000,000

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.

2. Page 3 of the BID DOCUMENTS (G-0 of the Contract Drawings) is to be replaced with attached page R-G-0.
3. Page 7 of the BID DOCUMENTS is to be replaced with the attached page R-7. The changes include the following:
 - a. Cut off for questions- Date changed to July 25th, 2019
 - b. Bid Due- Date changed to July 29th, 2019
 - c. Bid Opening- Date changed to July 29th, 2019
4. Page R-35 of the BID DOCUMENTS is to be replaced with the attached page RR-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

1. The following revised contract drawings are included with this addendum: R-G-0

CHANGES TO THE CONTRACT SPECIFICATIONS:

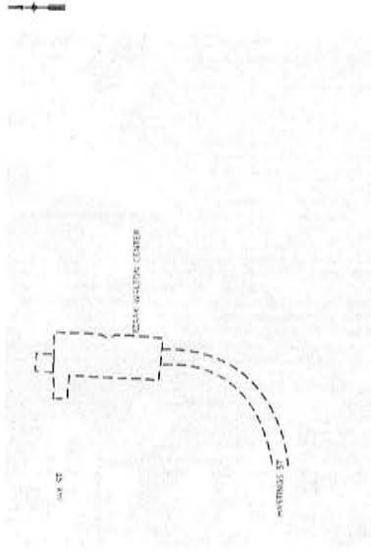
1. The following revised specification pages are included with this Addendum: R-7, RR-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

IZAASK WALTON CENTER IMPROVEMENTS

IZAASK 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



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.

JULLIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-452-9123
OR 811



JORGE RUEDA, PE
NO. 082-088651
EXP. DATE 11/30/2019

CONTRACT NO.

CONTRACT NO. 19-103

PREPARED FOR



250 S. IL ROUTE 59
BARTLETT, IL 60103

CIVIL ENGINEER



118 S. CLINTON ST
CHICAGO, IL 60661

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
2000100	1" x 4" ASPHALT	20.14	100.00	2014.00
2100100	2" x 4" ASPHALT	20.14	100.00	2014.00
2200100	3" x 4" ASPHALT	20.14	100.00	2014.00
2300100	4" x 4" ASPHALT	20.14	100.00	2014.00
2400100	5" x 4" ASPHALT	20.14	100.00	2014.00
2500100	6" x 4" ASPHALT	20.14	100.00	2014.00
2600100	7" x 4" ASPHALT	20.14	100.00	2014.00
2700100	8" x 4" ASPHALT	20.14	100.00	2014.00
2800100	9" x 4" ASPHALT	20.14	100.00	2014.00
2900100	10" x 4" ASPHALT	20.14	100.00	2014.00
3000100	11" x 4" ASPHALT	20.14	100.00	2014.00
3100100	12" x 4" ASPHALT	20.14	100.00	2014.00
3200100	13" x 4" ASPHALT	20.14	100.00	2014.00
3300100	14" x 4" ASPHALT	20.14	100.00	2014.00
3400100	15" x 4" ASPHALT	20.14	100.00	2014.00
3500100	16" x 4" ASPHALT	20.14	100.00	2014.00
3600100	17" x 4" ASPHALT	20.14	100.00	2014.00
3700100	18" x 4" ASPHALT	20.14	100.00	2014.00
3800100	19" x 4" ASPHALT	20.14	100.00	2014.00
3900100	20" x 4" ASPHALT	20.14	100.00	2014.00
4000100	21" x 4" ASPHALT	20.14	100.00	2014.00
4100100	22" x 4" ASPHALT	20.14	100.00	2014.00
4200100	23" x 4" ASPHALT	20.14	100.00	2014.00
4300100	24" x 4" ASPHALT	20.14	100.00	2014.00
4400100	25" x 4" ASPHALT	20.14	100.00	2014.00
4500100	26" x 4" ASPHALT	20.14	100.00	2014.00
4600100	27" x 4" ASPHALT	20.14	100.00	2014.00
4700100	28" x 4" ASPHALT	20.14	100.00	2014.00
4800100	29" x 4" ASPHALT	20.14	100.00	2014.00
4900100	30" x 4" ASPHALT	20.14	100.00	2014.00
5000100	31" x 4" ASPHALT	20.14	100.00	2014.00
5100100	32" x 4" ASPHALT	20.14	100.00	2014.00
5200100	33" x 4" ASPHALT	20.14	100.00	2014.00
5300100	34" x 4" ASPHALT	20.14	100.00	2014.00
5400100	35" x 4" ASPHALT	20.14	100.00	2014.00
5500100	36" x 4" ASPHALT	20.14	100.00	2014.00
5600100	37" x 4" ASPHALT	20.14	100.00	2014.00
5700100	38" x 4" ASPHALT	20.14	100.00	2014.00
5800100	39" x 4" ASPHALT	20.14	100.00	2014.00
5900100	40" x 4" ASPHALT	20.14	100.00	2014.00
6000100	41" x 4" ASPHALT	20.14	100.00	2014.00
6100100	42" x 4" ASPHALT	20.14	100.00	2014.00
6200100	43" x 4" ASPHALT	20.14	100.00	2014.00
6300100	44" x 4" ASPHALT	20.14	100.00	2014.00
6400100	45" x 4" ASPHALT	20.14	100.00	2014.00
6500100	46" x 4" ASPHALT	20.14	100.00	2014.00
6600100	47" x 4" ASPHALT	20.14	100.00	2014.00
6700100	48" x 4" ASPHALT	20.14	100.00	2014.00
6800100	49" x 4" ASPHALT	20.14	100.00	2014.00
6900100	50" x 4" ASPHALT	20.14	100.00	2014.00
7000100	51" x 4" ASPHALT	20.14	100.00	2014.00
7100100	52" x 4" ASPHALT	20.14	100.00	2014.00
7200100	53" x 4" ASPHALT	20.14	100.00	2014.00
7300100	54" x 4" ASPHALT	20.14	100.00	2014.00
7400100	55" x 4" ASPHALT	20.14	100.00	2014.00
7500100	56" x 4" ASPHALT	20.14	100.00	2014.00
7600100	57" x 4" ASPHALT	20.14	100.00	2014.00
7700100	58" x 4" ASPHALT	20.14	100.00	2014.00
7800100	59" x 4" ASPHALT	20.14	100.00	2014.00
7900100	60" x 4" ASPHALT	20.14	100.00	2014.00
8000100	61" x 4" ASPHALT	20.14	100.00	2014.00
8100100	62" x 4" ASPHALT	20.14	100.00	2014.00
8200100	63" x 4" ASPHALT	20.14	100.00	2014.00
8300100	64" x 4" ASPHALT	20.14	100.00	2014.00
8400100	65" x 4" ASPHALT	20.14	100.00	2014.00
8500100	66" x 4" ASPHALT	20.14	100.00	2014.00
8600100	67" x 4" ASPHALT	20.14	100.00	2014.00
8700100	68" x 4" ASPHALT	20.14	100.00	2014.00
8800100	69" x 4" ASPHALT	20.14	100.00	2014.00
8900100	70" x 4" ASPHALT	20.14	100.00	2014.00
9000100	71" x 4" ASPHALT	20.14	100.00	2014.00
9100100	72" x 4" ASPHALT	20.14	100.00	2014.00
9200100	73" x 4" ASPHALT	20.14	100.00	2014.00
9300100	74" x 4" ASPHALT	20.14	100.00	2014.00
9400100	75" x 4" ASPHALT	20.14	100.00	2014.00
9500100	76" x 4" ASPHALT	20.14	100.00	2014.00
9600100	77" x 4" ASPHALT	20.14	100.00	2014.00
9700100	78" x 4" ASPHALT	20.14	100.00	2014.00
9800100	79" x 4" ASPHALT	20.14	100.00	2014.00
9900100	80" x 4" ASPHALT	20.14	100.00	2014.00
10000100	81" x 4" ASPHALT	20.14	100.00	2014.00
10100100	82" x 4" ASPHALT	20.14	100.00	2014.00
10200100	83" x 4" ASPHALT	20.14	100.00	2014.00
10300100	84" x 4" ASPHALT	20.14	100.00	2014.00
10400100	85" x 4" ASPHALT	20.14	100.00	2014.00
10500100	86" x 4" ASPHALT	20.14	100.00	2014.00
10600100	87" x 4" ASPHALT	20.14	100.00	2014.00
10700100	88" x 4" ASPHALT	20.14	100.00	2014.00
10800100	89" x 4" ASPHALT	20.14	100.00	2014.00
10900100	90" x 4" ASPHALT	20.14	100.00	2014.00
11000100	91" x 4" ASPHALT	20.14	100.00	2014.00
11100100	92" x 4" ASPHALT	20.14	100.00	2014.00
11200100	93" x 4" ASPHALT	20.14	100.00	2014.00
11300100	94" x 4" ASPHALT	20.14	100.00	2014.00
11400100	95" x 4" ASPHALT	20.14	100.00	2014.00
11500100	96" x 4" ASPHALT	20.14	100.00	2014.00
11600100	97" x 4" ASPHALT	20.14	100.00	2014.00
11700100	98" x 4" ASPHALT	20.14	100.00	2014.00
11800100	99" x 4" ASPHALT	20.14	100.00	2014.00
11900100	100" x 4" ASPHALT	20.14	100.00	2014.00

CONTRACT NO. 19-103
JUNE 18TH, 2019

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 25th, 2019
Time: 5pm

Bid Due: Date: July 29th, 2019
Time: 9am

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

Bid Opening: Date: July 29th, 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

Addendum 2

Date: July 25th, 2019
Time: 5pm

Date: July 29th, 2019
Time: 9am

Addendum 2

Date: July 29th, 2019
Time: 9am

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: Schroeder Asphalt Services, Inc. Date: 7/29/19
 Address: Office: 11022 S. Grant Hwy., Marengo, IL 60152
 Address: Legal: P.O. Box 831
 City: Huntley State: Illinois Zip Code: 60142
 Telephone: 815/923-4380
 Fax: 815/923-4389
 E-mail: brent@schroederasphalt.com or grace@schroederasphalt.com

3. Bid Proposal.

The undersigned hereby submits the following bid:

BID FORM					
SUMMARY OF QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	CU YD	122.9	48.00	5,899.20
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	52.2	28.00	2,581.60
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.3	48.00	6,830.40
40701801	HOT-MIX ASPHALT PAVEMENT (FULL DEPTH), 6"	SQ YD	553.1	28.00	15,486.80
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	714.6	.01	7.15
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	124.4	1.00	124.40
40600635	LEVELING BINDER (MACHINE METHOD), N/0	TON	29	150.00	4,350.00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9	120.00	13,908.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8	5.00	5,174.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00	30.00	240.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00	1.00	566.00
67100100	MOBILIZATION	L SUM	1.00	2,000.00	2,000.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	30.00	3,000.00
20101100	TREE TRUNK PROTECTION	EACH	5.00	300.00	1,500.00
X0100003	CLEARING AND GRUBBING	SQ YD	450.00	8.00	3,600.00
X2010400	STUMP REMOVAL ONLY	UNIT	3.00	75.00	225.00
	EROSION & SEDIMENT CONTROL	L SUM	1.00	2,000.00	2,000.00

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	67,492.55
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SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Subcontractor:

Clean Cut Tree Service, Inc
31064 Highway 83
Grayslake, IL 60030
847-265-0000
FEIN: 36-3963749



SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Material Supplier - Asphalt

Allied Asphalt
1100 Brandt Drive
Hoffman Estates, IL
Dave Verdico 847/695-9300

Bartlett Plant
2300 Graham Street
Bartlett, IL 60103
630/289-6080

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Schroeder Asphalt Services, Inc.
Phone: 815/923-4380
Fax: 815/923-4389

Mailing & Legal Address:
P.O. Box 831
Huntley, IL 60142-0831

Office Location:
11022 S. Grant Hwy.
Marengo, IL 60152-9405

Corporation - Incorporated in the state of Illinois on 5/8/1997
In business for about 22 years.

Vice President: Jennifer Graves

FEIN # 39-1889745

Schroeder Asphalt Services, Inc. has never filed bankruptcy.



Jennifer Graves / Vice President

Subscribed and sworn before me this 22nd day of July, 2019.



Notary Public

JENNIFER GRIEBEL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Apr 03, 2021

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Key Office Personnel and Field Supervisors:

Ronald Schroeder – President / Treasurer – 43+ Yrs. Experience

Jennifer Graves – Vice President – 22 Years of Experience

Grace Foss – Corporate Secretary/Estimator Assistant – 15+ Years of
Experience

John Rocco – Superintendent – 39 Years of Experience

Kyle Joustra - Field Supervisor / Estimator / Project Manager - 18+ Years of
Experience



Illinois Department of Transportation

Certificate of Eligibility

Schroeder Asphalt Services, Inc.
P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

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

\$30,025,000.00

001	EARTHWORK	\$1,675,000
005	HMA PAVING	\$18,375,000 B
012	DRAINAGE	\$300,000
017	CONCRETE CONSTRUCTION	\$150,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,525,000
08A	AGGREGATE BASES & SURF. (A)	\$1,975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/22/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/22/2019.

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

Tim Bell

Engineer of Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period.	Your operations or premises owned, leased, or rented by you.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COUNTRY Mutual Insurance Company

POLICY NUMBER: AB 9180453 04

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period and indicating insurance under this endorsement (CG 20 37 and or completed operations coverage) applies for that entity; but only for: <ul style="list-style-type: none">• This one policy period shown in the Declarations to which that certificate applies, and• The specific project and those locations and completed operations for which that certificate is required by the contract between that certificate holder and you. This endorsement will not apply to any entity for whom we have rejected or declined this completed operations coverage for this policy period.	Per certificates of insurance on file

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 489-5600
www.hubinternational.com

July 22, 2019

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

Re: Schroeder Asphalt Services, Inc. / Izaak Walton Improvements

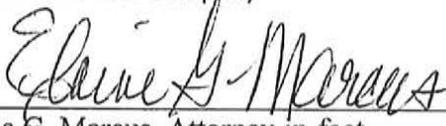
To Whom It May Concern:

As Surety for Schroeder Asphalt Services, Inc., the Hudson Insurance Company of New York, NY & subject to our normal underwriting considerations will issue the required performance and payment bonds on the forms prescribed in the bid documents, in the full amount of the contract.

Hudson Insurance Company has a group rating of A XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States.

If you should need further clarification please call the office.

Sincerely,
Hudson Insurance Company

By: 
Elaine G. Marcus, Attorney-in-fact

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

OWNER:

(Name, legal status and address)

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place, Ste. 450

Downers Grove, IL 60515

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

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

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

PROJECT:

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

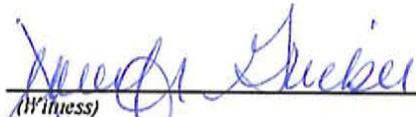
Izaak Walton Center Improvements

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

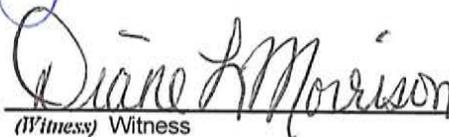
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 22nd day of July, 2019



(Witness)



(Witness) Witness

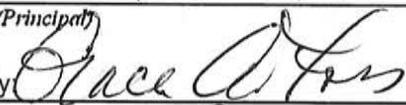
Schroeder Asphalt Services, Inc.

(Principal)

(Seal)

By

(Title)


Grace Foss - Corporate Secretary

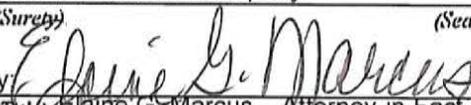
Hudson Insurance Company

(Surety)

(Seal)

By

(Title)


Elaine G. Marcus Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Elaine G. Marcus Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of July, 2019



Graciela Casaus

Notary Public

Graciela Casaus

My Commission expires:

May 5, 2023



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Elaine G. Marcus of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly executed on this 14th day of December, 2017 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

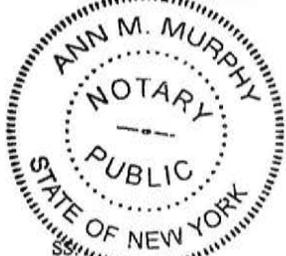
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY, Notary Public, State of New York, No. 01MU6067553, Qualified in Nassau County, Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 22nd day of July, 2019.

(Corporate seal)



By: Dina Daskalakis, Secretary

EXHIBIT 2

HANOVER TOWNSHIP IZAAK WALTON CENTER
IMPROVEMENTS PROJECT AGREEMENT

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hanover Township, an Illinois Township located in Cook County, Illinois (hereinafter, the “Township” or “Owner”) and Schroeder Asphalt Services, Inc., an Illinois corporation (hereinafter, “Schroeder” or “Contractor”) (collectively, the “Parties”), enter into this Hanover Township Izaak Walton Center Improvements Project Agreement (hereinafter, the “Agreement”), this 6th day of August, 2019, and hereby agree as follows:

1. Project Work. Contractor shall perform services and work (hereinafter, the “Project Work”) necessary for the improvements at the Hanover Township Izaak Walton Center located at 899 Jay Street, Elgin, Illinois 60120 (hereinafter, the “Project Site”), as set forth in: (a) this Agreement; (b) Township’s Request for Proposals and all addenda thereto, attached hereto as Exhibit “A,” including, but not limited to, all plans, specifications, and drawings referenced therein; and (c) Contractor’s Bid Proposal, attached hereto as Exhibit “B” (hereinafter, collectively, the “Contract Documents”). In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

2. Completion Date. Contractor shall commence the Project Work on or about September 4, 2019, and shall diligently prosecute the work in such a manner and with such materials, equipment, and labor to ensure the completion of the Project Work within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the Agreement. Time is of the essence of this Agreement. Once started, work shall continue without extended interruption. The Project Work shall be completed in strict compliance with the Contract Documents on or before November 24, 2019 (hereinafter, the “Completion Date”).

3. Contract Sum. Contractor shall furnish all supervision, labor, materials, and equipment, and perform all work named and described in the Contract Documents, for the sum of the products obtained by multiplying each the actual unit quantities supplied and installed/constructed by Contractor, as determined and certified by 2IM Group, LLC (hereinafter, the “Engineer”), by the respective unit prices set forth in Contractor’s Bid Proposal (hereinafter, the “Contract Sum”). The Contract Sum includes all costs attributable to the Project Work, Repair Work, and Warranty Work, including, but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, testing, re-testing certifications, demonstrations, balancing, training, shop drawings, as built drawings, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, Letters of Credit, fees, expenses, costs, profits, and overhead. Neither Owner nor Engineer guarantees the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units. It is understood and agreed that Township reserves the right to cancel this Agreement or any part thereof, if conditions over which Township has no control force the halting or cancelling of this Agreement by Township.

4. Payment Terms.

A. Contractor shall provide monthly invoices to Township throughout the Project Work. It shall be a condition precedent to Township's obligation to make a monthly progress payment that Contractor shall have submitted to Engineer, not less than seven (7) days prior to the month in which Contractor is applying for a payment, the following documentation (hereinafter, collectively, the "Contractor's Progress Payment Documents"), which shall be sworn to and notarized:

- (i) An itemized Application for Payment for work completed, including unit quantities supplied and installed/constructed, supported by such data to substantiate Contractor's right to payment as may be required by Engineer and/or Owner, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by Owner. Payments shall be further reduced by such additional amounts as Engineer and/or Township determines for non-conforming work and unsettled claims.
- (ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
- (iii) Current Partial Waivers of Lien from Contractor and from all subcontractors of every tier that furnished labor, materials, and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period.
- (iv) Such additional documentation and/or information requested by Engineer and/or Owner relative to said payment.

B. No payments shall be made by Township for any materials, goods, supplies, and/or equipment until said materials, goods, supplies, and/or equipment have been incorporated into the Project Work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Paragraph 4.

C. Following completion of the Project Work and/or Repair Work, Contractor shall:

- (i) Submit to Township the following documentation (hereinafter, collectively, the "Contractor's Progress Payment Documents"), which shall be sworn to and notarized: (a) General Contractor's Sworn Statement in the form customarily used by Chicago Title & Trust Company; (b) final lien waivers from Contractor, all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and all suppliers that furnished

materials and/or equipment in connection with the Project Work; and (c) such additional documentation and/or information requested by Engineer and/or Owner relative to said payment.

- (ii) Perform all testing, retesting, demonstrations, training, and submit all reports, certifications, and documentation required under the Contract Documents.
- (iii) Provide all final shop drawings, as built drawings, operating instructions, equipment schedules, and all other submittals required under the Contract Documents.
- (iv) Assign all manufacturers' warranties to Owner as **required** by Paragraph 19 of this Agreement.

D. Following receipt of the Final Payment Request Documentation and all certifications, reports, guaranties, warranty assignments, shop drawings, as-built drawings, and all documents and submittals required under the Contract Documents, and following the Township and Engineer's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Township shall tender payment to the Contractor of the balance of the Contract Sum, subject to the conditions herein.

E. It shall be a condition precedent to payment required by Township hereunder, that Township has determined that the Project Work and/or Repair Work has been completed in strict compliance with the Contract Documents and is free from any defects. Township shall deduct, from the final payment hereunder, amounts as determined for incomplete work, including, but not limited to, 110% of the value of the punch list work, and for any unsettled claims, and further subject to the conditions herein. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to Township. It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to Township covering all payouts in strict compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/01, *et seq.* Township will not process or release any payments prior to receiving such certified payrolls.

F. In the event Contractor, Township, and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project Work and/or Repair Work, the amount claimed shall be held out from payment for a period of at least one-hundred and twenty (120) days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, Township, in its sole discretion, may elect to: (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court; (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled; or (c) elect to pay said disputed sum to Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to Township. In the event the

lien claimant fails to file a lawsuit within the applicable statutory period, Contractor shall either furnish a release or final waiver from said lien claimant or furnish Township with an indemnification agreement and an additional mechanic's lien bond in a form approved by Township issued by a surety company acceptable to Township.

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

5. Material and Equipment Inspection and Responsibility. Materials and Equipment, the style, make, or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, Township's written approval must be obtained prior to installation, which Township may withhold in its sole and absolute discretion. All materials used shall meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto. If any material is rejected for failure to meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto, and a retest is requested, Contractor shall pay the cost of the demurrage, if any, resulting from delay caused by such retest. Further, nothing in this Agreement shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate need for such access, including access required to determine whether or not Contractor is in compliance with the terms and conditions of this Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Contractor occupying the Project Site under the authority of this Agreement.

6. Change Orders. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (a) the Contract Sum; (b) the Completion Date, or (b) material changes in the Project Work (*i.e.*, other than minor field changes), a written Change Order shall be prepared by Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the Completion Date by a total of thirty (30) days or more that Township shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Completion Date, or material change in the Project Work, which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Completion Date, shall be made by the Township Supervisor. All change orders will be calculated based solely on the respective unit prices set forth in Contractor's Bid Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in the Project Work. No additional compensation will be allowed for change orders for additional work other than based on the respective unit prices set forth in Contractor's Bid Proposal times the increased actual units constructed calculated by Engineer, in that said unit prices already reflects Contractor's overhead and profits.

7. Bonds and/or Letter of Credit. Prior to commencement of the Project Work, Contractor must submit to Township: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary obligees, in a form deemed acceptable to Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the accepted Bid Sum, guarantying Contractor's obligations under the Bid and this Agreement issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to Township, to guaranty the performance of Contractor's obligations under the Contract Documents and the payment of all labor and materials furnished for the Project Work, Repair Work, and/or Warranty Work, including but not limited to, compliance with the Illinois Prevailing Wage Act. Contractor shall also be required to furnish an IDOT Permit Bond as provided in the Bid and this Agreement. The cost of said Bonds and/or Letter of Credit shall be included in the Contract Sum. Failure to comply with the conditions set forth in the Contract Documents may result in the termination of this Agreement or may result in Default, in accordance with Paragraph 32 below. In such event, Contractor 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 Contractor. All differences after exhaustion of the Bid guarantee shall be charged to Contractor.

8. Insurance.

A. Required Coverages. Contractor 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 the Contract Sum.

- (i) *Workers Compensation and Employees Liability Insurance.* Contractor 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.* Contractor 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 Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). 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.* Contractor 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.* Contractor shall maintain Excess Umbrella Liability Insurance coverage over CGL, Commercial Auto, and Employer’s Liability with limits not less than the following:

Each Occurrence:	\$5,000,000
General Aggregate per Project:	\$5,000,000

The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor’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 Contractor 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 Contractor. 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 Contractor. Contractor 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, Contractor 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, Contractor must supply certified copies of the requested insurance policies within ten (10) days.

D. Evidence of Insurance. Prior to beginning work, Contractor 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 Contractor's obligation to maintain such insurance. Township shall have the right, but not the obligation, of prohibiting Contractor 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 this Agreement 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 Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to Township. At the option of Township, Contractor may be asked

to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration, and defense expenses.

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 Contractor, for any property injury, death, or other damage caused by Contractor 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 Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

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

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 Contractor before receipt of Certificates of Insurance; (ii) failing to review any Certificates of Insurance received; (iii) failing to advise Contractor 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 Contractor stating that all the required insurance is in force. Contractor 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 Contractor is not Limited by Purchase of Insurance. Nothing herein contained in these insurance requirements is to be construed as limiting the liability of Contractor 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, Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them, should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by Contractor's insurance.

L. Notice of Personal Injury or Property Damage. Contractor 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.

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Contract Documents are adequate, and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, nor will be accepted as a basis for any claims whatsoever for extra compensation. Further, Contractor expressly acknowledges that 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 Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED BY TOWNSHIP. Contractor accepts use of the Project Site and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Project Site to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

10. Assumption of Liability. To the fullest extent permitted by law, Contractor, any and all Subcontractor(s), and their respective licensees, invitees, suppliers, agents, employees, and/or anyone acting on behalf of any of them, assume all liability for claims, lawsuits, actions, injuries, losses, damages, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising out of or in any way related to the performance of this Agreement and/or the Project Work, Repair Work, or Warranty Work. Contractor is aware of the risks associated with the Project, and Contractor voluntarily assumes those risks in consideration of this Agreement. Township shall not be liable for any damage occasioned by failure to keep the Project Site in repair and shall not be liable for any damage caused to any part of the Project Site, property, or premises. Contractor agrees to indemnify and hold harmless Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to Contractor, its Bid, this Agreement, or any fulfillment of the Project Work. Furthermore, Township shall not be liable for any damages of any kind in the event the Project Site becomes unusable to Contractor for whatever reason.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Hanover Township, 2IM Group, LLC, and their respective officials, officers, employees, volunteers, agents, invitees, and representatives (hereinafter, collectively, the "Indemnified Parties"), from any and all claims, lawsuits, actions, injuries,

losses, damages, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising out of or in any way related to: (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 Contractor, 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) Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement; (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, Contractor shall at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties or any of them in any such action. This obligation is binding on Contractor 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. In claims against the Indemnified Parties by an employee of Contractor, 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 Contractor 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 Contractor under and by virtue of this Agreement 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, Contractor'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 this Contract. The indemnification obligations in this Agreement shall not be limited by any Performance Bond or insurance protection required of Contractor herein, and shall survive the expiration and/or termination of this Agreement.

12. Limitation on Township's Liability. Notwithstanding all provisions herein to the contrary, Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Project Work. Contractor's sole remedy for delay shall be an extension of time. If Contractor, but for a delay not within Contractor's control, would have completed the Project Work prior to the Completion Date, Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Project Work. Contractor further agrees to 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.

13. Compliance with Law. All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and

Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and all applicable building codes (hereinafter, collectively, the "Laws"). To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the 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, Contractor shall meet the requirements of the most current issue of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," all addenda thereto, and any included special provisions, and any and all contracts and sub-grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1057 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

14. Permits and Bonds. Contractor shall obtain at its sole cost any and all other bonds, permits, and approvals from any federal, state, and/or local government and/or agency or body thereof that has jurisdiction over the Project Site and/or Project Work. The cost of such bonds, permits, and approvals is included in the Contract Sum.

15. Certifications and Affidavits. Contractor shall furnish any affidavit or Certificate in connection with the work covered by this Agreement as required by law.

16. Hazardous Substances.

A. Contractor shall not cause Hazardous Substances to be brought upon or used in or about the Project Site and/or any other property owned, leased, controlled or under the jurisdiction of Township (hereinafter, the "Owner's Property") by Contractor, its employees, subcontractors of any tier, suppliers, and anyone for whose acts and/or omissions for whom Contractor may be liable (hereinafter, collectively, the "Contractor's Agents"). If the presence of Hazardous Substances brought upon or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this Paragraph, results in contamination of the said property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless, and defend the Indemnified Parties (described above) and against any and all claims, demands, expenses (including, 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. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

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

17. Removal and Disposal. Contractor 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.

18. Repair Work. Upon completion of the Project Work, and/or any Warranty Work, Contractor shall repair any damage to Township property attributable to acts and/or omissions of Contractor, 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 (the “Repair Completion Date”).

19. Warranty. Contractor shall assign all manufacturers’ warranties for the Project Work to Township. Notwithstanding such assignments, Contractor expressly warrants to Township that all materials, supplies, and all labor furnished on or for the Project Work will be free from defects, and Contractor 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 Contract Documents. Work performed under this warranty and/or those set forth in the Contract Documents is hereinafter referred to as “Warranty Work.” All Warranty Work shall be completed within fourteen (14) days of Contractor’s receipt of notice from Township demanding the Warranty Work, weather permitting (the “Warranty Completion Date”). If the Contract Documents provide for methods of construction, installation, materials, etc., which Contractor cannot warranty for the indicated period, it shall be the responsibility of Contractor to so inform Township, in writing, before submitting its bid. Otherwise, Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

20. Authorized Installer. Contractor represents and warrants that it is an authorized contractor/installer of all equipment furnished hereunder and that the performance of the Project

Work hereunder by Contractor or any of its employees, subcontractors of any tier, and/or agents will not invalidate or void any manufacturer's warranty for any equipment furnished in connection with the Project Work.

21. Illinois Prevailing Wage Act. All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Repair Work, Restoration Work, and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., (hereinafter, the "Act") (hereinafter "Prevailing Wages"). Contractor 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. Contractor 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. Contractor shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under this Agreement and shall require each of its subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages.

Any increase in costs to Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of Contractor 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. Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law, with the most stringent requirements controlling, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the 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.

22. Non-Discrimination. Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the 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.

23. Illinois Human Rights Act. Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 et seq., and Contractor represents and warrants to 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 Agreement 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 Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Acts and Rules and Regulations, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to 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 Agreement obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Contractor will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

24. Illinois Freedom of Information Act. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner 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 Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

25. Assurances.

A. Contractor represents and warrants that, by executing this Agreement, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project Work. 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.

B. Contractor specifically state and assure that:

- (i) Contractor and any and all subcontractor(s) have legal authority to submit the proposal and to execute this Agreement with Township.
- (ii) Contractor and any and all subcontractor(s) are authorized and consent on behalf of Township, 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 this Agreement 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 this Agreement shall take place in the Circuit Court of Cook County, Illinois.

- (iii) To the best of their knowledge and belief:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor and any and all Subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) 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, Contractor and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) Contractor shall require that the language of this certification is included in subsequent contracts 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 Agreement was made. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

26. Relationship of the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of Township, and, therefore, is not entitled to any benefits provided to employees of Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither

Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of Township. Should any person indicate to Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Contractor shall at all times have sole control over the manner, means, and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither Township nor Engineer shall have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely Contractor's rights and responsibilities. Contractor shall supervise and direct the Project Work efficiently with his, her, or its best skill and attention; be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project Work; and take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby.

27. Protection of the Project and the Public. Contractor shall be responsible for adequately protecting its work from vandalism, weather, accidental damage, and access by unauthorized persons, for the general protection of the public, until the Project Work and/or Repair Work is accepted by the Township. Contractor shall bear the cost of repairing or replacing any damaged work. Contractor shall erect and maintain barricades, canopies, guards, warning lights, and signs to the extent required by the Township for the protection of the public.

28. Traffic Control. Contractor shall be responsible for controlling traffic when construction vehicles are entering or exiting the site. Contractor shall 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.

29. Subcontractors. All Sub-contractors are subject to approval by the Township and in accordance with the requirements of the Contract Documents. If any sub-contractor is not approved, Contractor will be obligated to submit an acceptable alternate at no increase to the Contract Sum.

30. Taxes. 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 Contractor, or to suppliers and materials, which, even though they are consumed, are not incorporated into the completed Project Work. Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment, or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's

responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

31. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Township and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease this Agreement without the express written consent of the Township, which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

32. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorneys' fees, subject to Paragraph 12 herein.

33. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Township or the Indemnified Parties, or any of them, as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

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

If to Contractor:

Schroeder Asphalt Services, Inc.
P.O. Box 831
Huntley, IL 60142
Attention: _____

If to Engineer:

2IM Group, LLC
118 South Clinton Street
Suite 350
Chicago, IL 60661
Attention: Jorge Rueda

If to Township:

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

With a copy to:

Kopon Airdo, LLC
233 S. Wacker Drive, Suite 4450
Chicago, IL 60606
Attention: Michael A. Airdo

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

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

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

37. Miscellaneous.

A. This Agreement shall be deemed effective as of the date first above written upon the execution and delivery hereof by all the Parties.

B. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by both Parties.

C. This Agreement may be executed in any number of counterparts, and by Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

D. This Agreement is entered into solely for the benefit of the Parties, and nothing herein is 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 this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party.

E. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, Paragraph headings shall be disregarded. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Paragraphs pertaining to Indemnity, shall survive the expiration of this Agreement.

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

I. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

HANOVER TOWNSHIP

By: _____
Brian P. McGuire, Township Supervisor

Dated: _____

Attest: _____
Katy Dolan Baumer, Township Clerk

SCHROEDER ASPHALT SERVICES, INC.

By: _____

Dated: _____

By: _____

EXHIBIT A

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

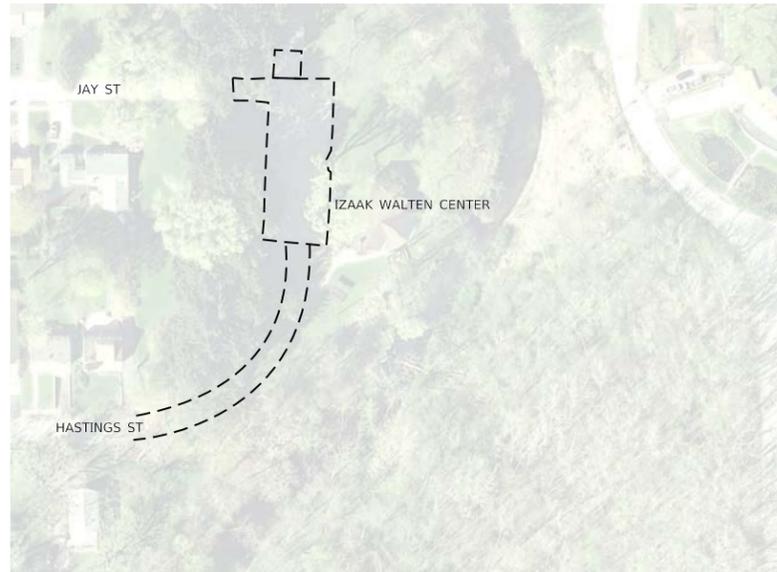
BIDS DUE: 9:00 AM
July 22nd, 2019
At: Hanover Township Town Hall
BID OPENING @ 9:00 AM

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1	INDEX
2	PLANS – SHEETS G-0, S-1, TS-1, PR-1
3	PROPOSAL <ul style="list-style-type: none">-Bid and Project Schedule-Notice to Bidders-Instructions and General Conditions
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

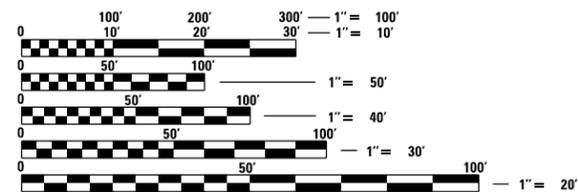


250 S. IL ROUTE 59
BARTLETT, IL 60103

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



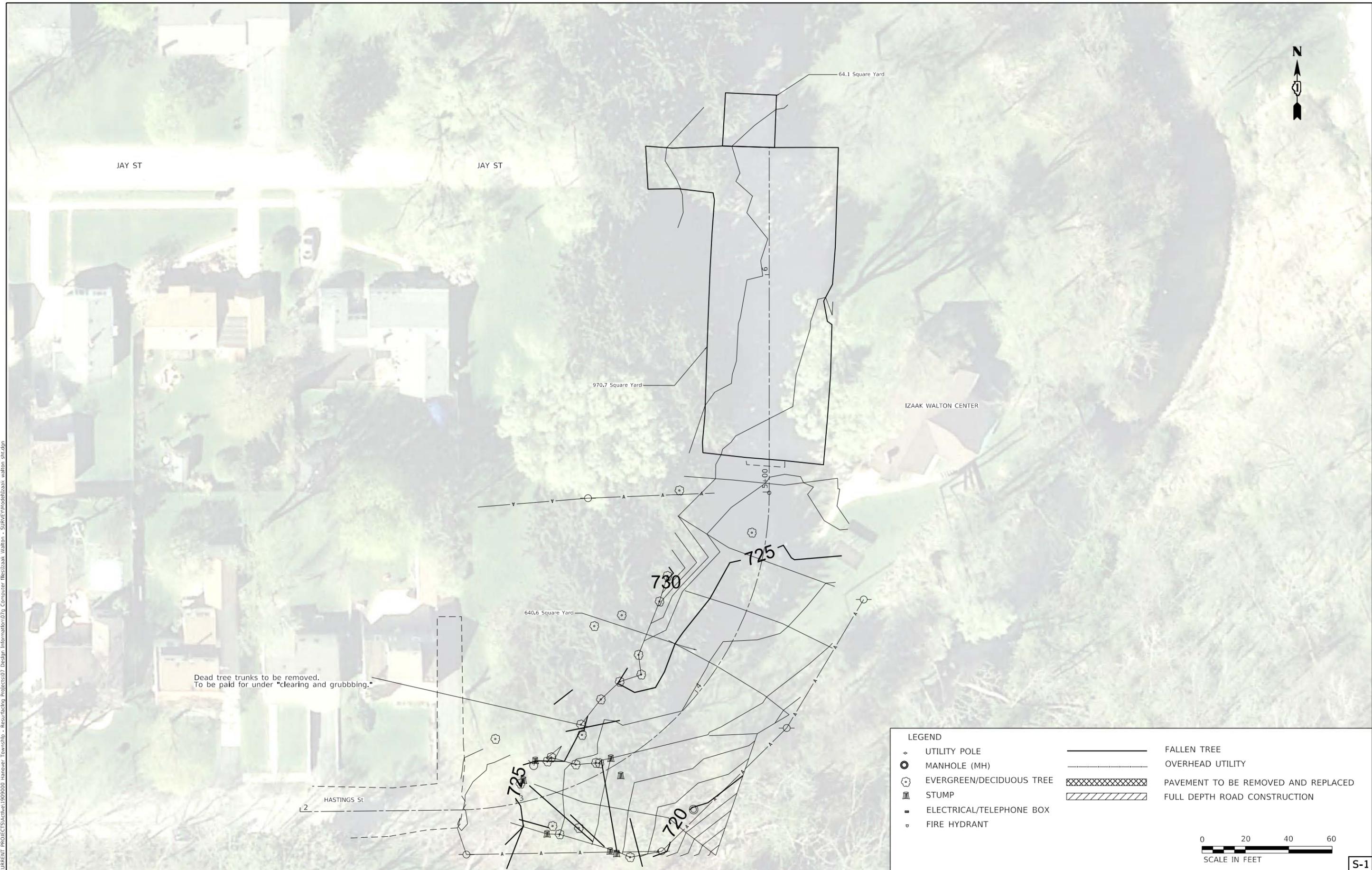
JORGE RUEDA, PE
NO. 062-068651
EXP. DATE 11/30/2019

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.



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 FILE NAME: \\CURRENT PROJECTS\active\19090000_hanover_township - Resurfacing Projects\07_Design_Information\07a_Computer\Ibsa\Izaak Walton - SURVEY\Modell\Izaak Walton_ahb.dgn

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

USER NAME = jorger	DESIGNED - BU	REVISED -
	DRAWN - BU	REVISED -
PLOT SCALE = 40.0000 ' / in.	CHECKED - JR	REVISED -
PLOT DATE = 6/25/2019	DATE - 6/25/2019	REVISED -

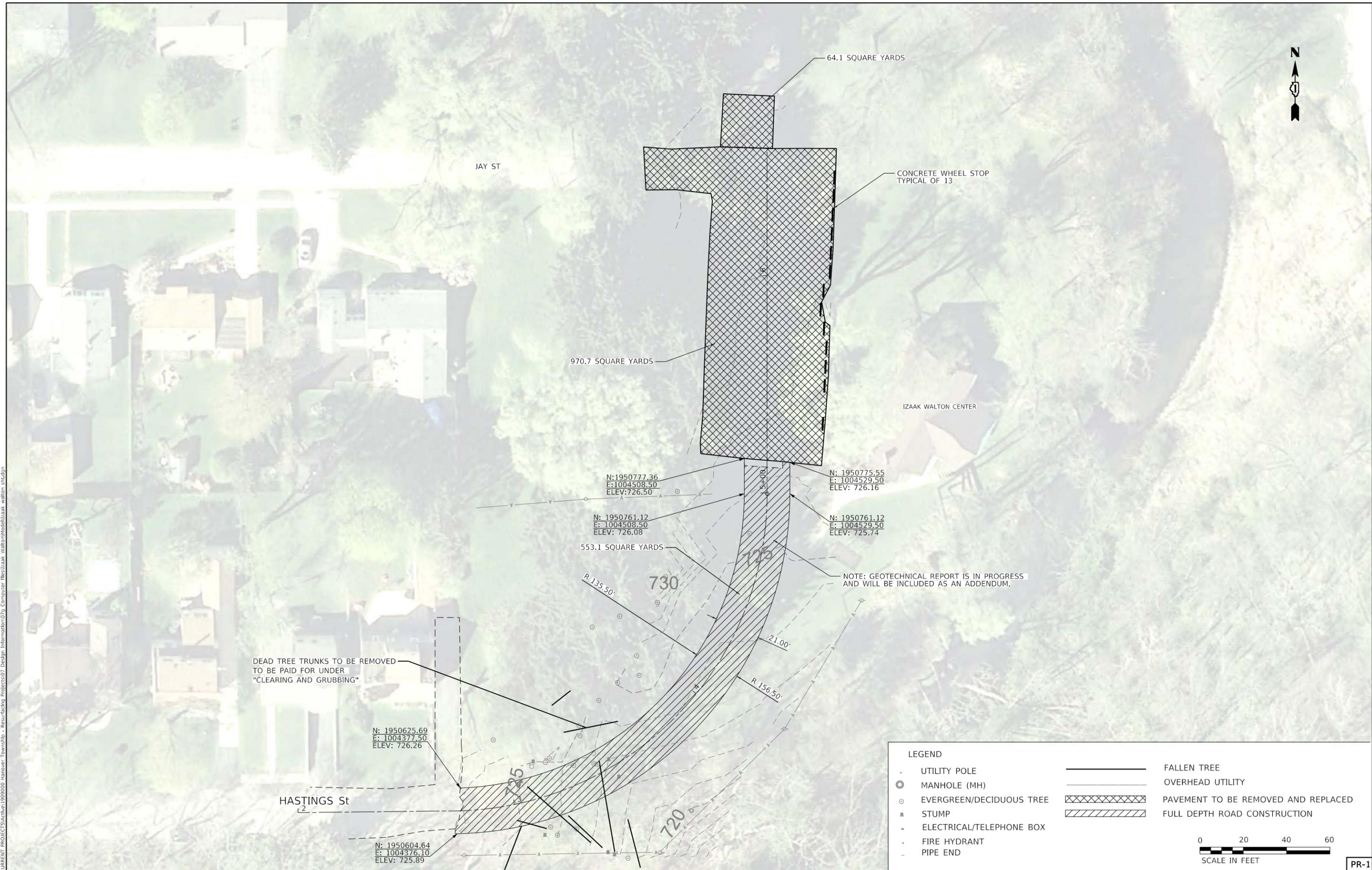
HANOVER TOWNSHIP - COOK COUNTY

TOPOGRAPHIC SURVEY
IZAAK WALTON CENTER

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

COUNTY	TOTAL SHEETS	SHEET NO.
	4	1
CONTRACT NO.		

S-1



DEAD TREE TRUNKS TO BE REMOVED TO BE PAID FOR UNDER "CLEARING AND GRUBBING"

NOTE: GEOTECHNICAL REPORT IS IN PROGRESS AND WILL BE INCLUDED AS AN ADDENDUM.

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

0 20 40 60
SCALE IN FEET

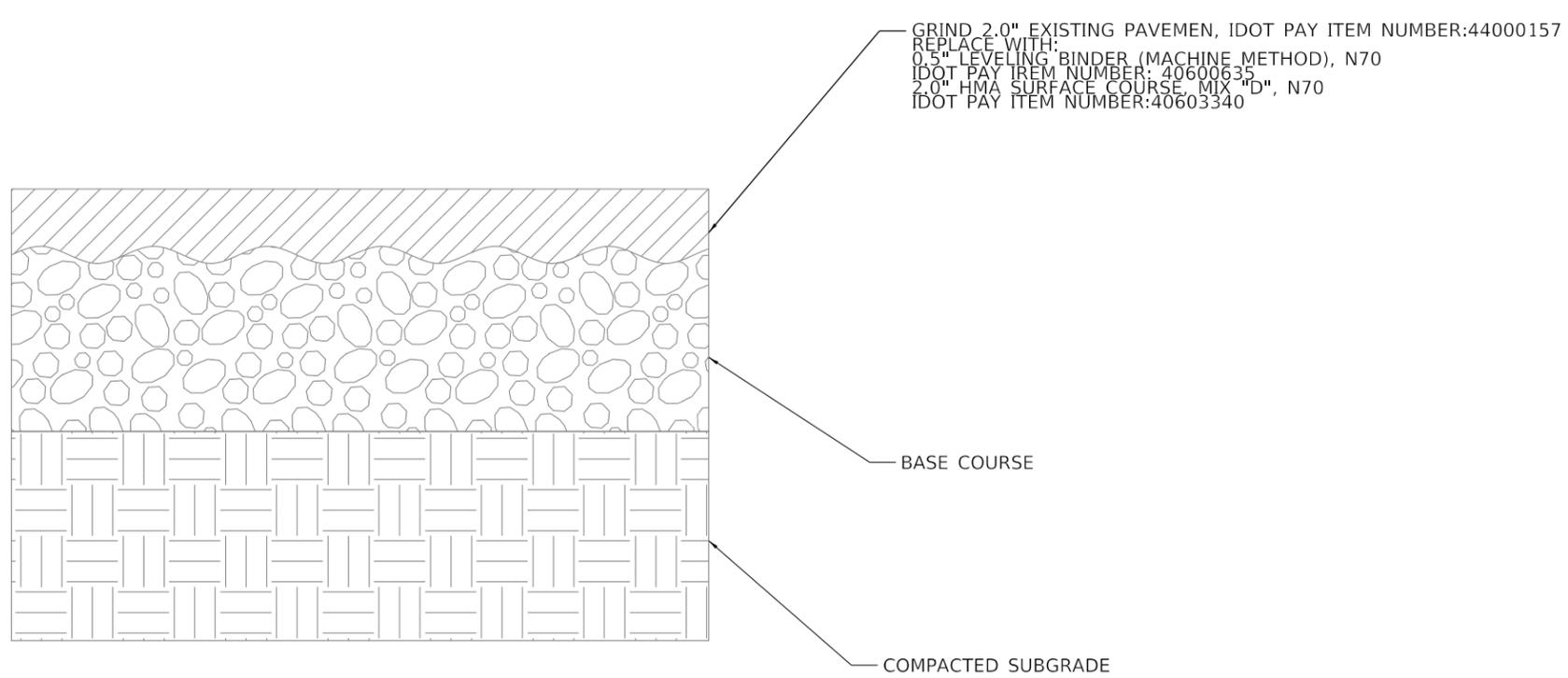
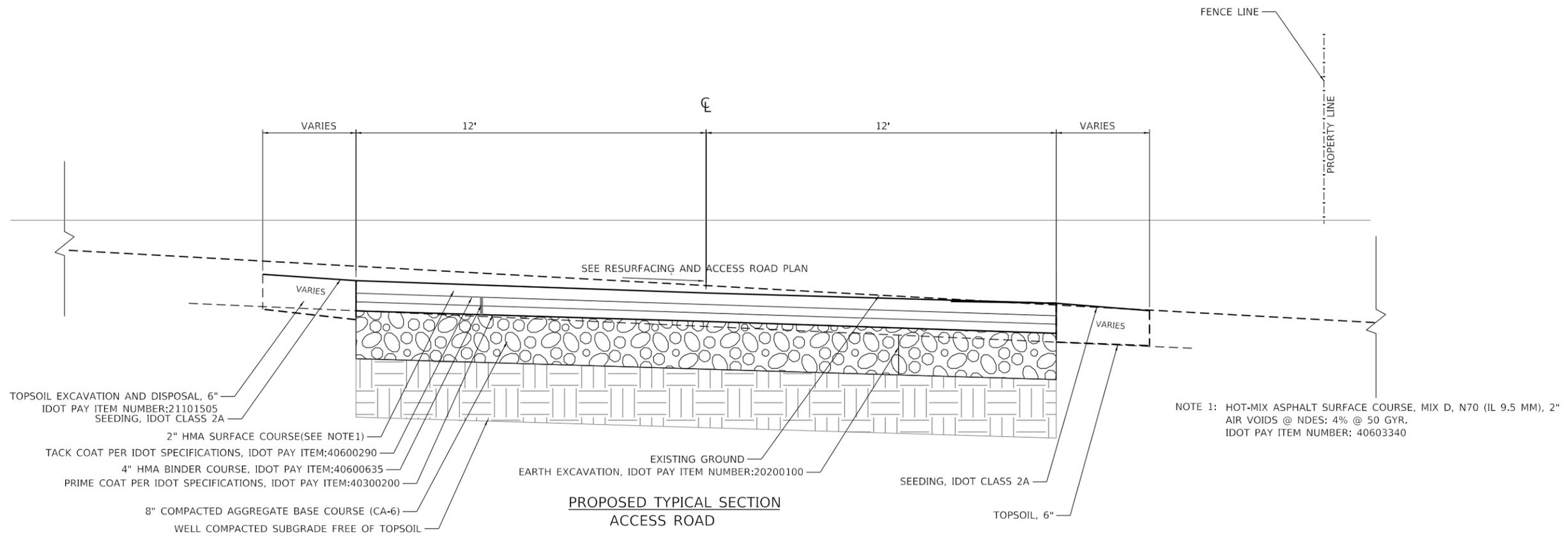
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 PR-1



USER NAME = jorger	DESIGNED - BU	REVISED -
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PLOT SCALE = 40.0000 ' / in.	CHECKED - JR	REVISED -
PLOT DATE = 6/25/2019	DATE - 6/25/2019	REVISED -

HANOVER TOWNSHIP – COOK COUNTY

IZAAK WALTON CENTER RESURFACING AND ACCESS ROAD		COUNTY	TOTAL SHEETS	SHEET NO.
			4	2
SCALE: 20		CONTRACT NO.		
SHEET 2	OF 4 SHEETS	STA.	TO STA.	



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	DRAWN - JG	REVISED -
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PLOT DATE = 6/25/2019	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

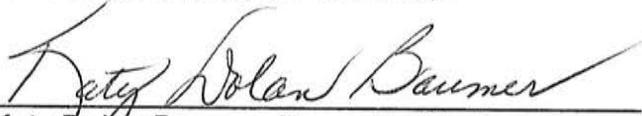
ATTEST:



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
PILEDRIIVER	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]

HANOVER TOWNSHIP
ADDENDUM NO. 1
TO BIDDING REQUIREMENTS FOR
the Izaak Walton Center Improvements

Date: July 15, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Page 35 of the BID DOCUMENTS is to be replaced with the attached page R-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

NONE

CHANGES TO THE CONTRACT SPECIFICATIONS:

1. The following revised specification pages are included with this Change Order: R-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

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	UNIT PRICE	AMOUNT
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.

BIDDER SHALL USE THIS FORM FOR SUBMISSION OF UNIT PRICES.

TOTAL	
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HANOVER TOWNSHIP

ADDENDUM NO. 2

**TO BIDDING REQUIREMENTS FOR the
Izaak Walton Center Improvements**

Date: July 19, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Section 12(a)(iv) of the General Conditions on Page 24 of the BID DOCUMENTS is deleted and replaced with the following language:

- 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:	\$5,000,000
General Aggregate per Project:	\$5,000,000

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.

2. Page 3 of the BID DOCUMENTS (G-0 of the Contract Drawings) is to be replaced with attached page R-G-0.
3. Page 7 of the BID DOCUMENTS is to be replaced with the attached page R-7. The changes include the following:
 - a. Cut off for questions- Date changed to July 25th, 2019
 - b. Bid Due- Date changed to July 29th, 2019
 - c. Bid Opening- Date changed to July 29th, 2019
4. Page R-35 of the BID DOCUMENTS is to be replaced with the attached page RR-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

1. The following revised contract drawings are included with this addendum: R-G-0

CHANGES TO THE CONTRACT SPECIFICATIONS:

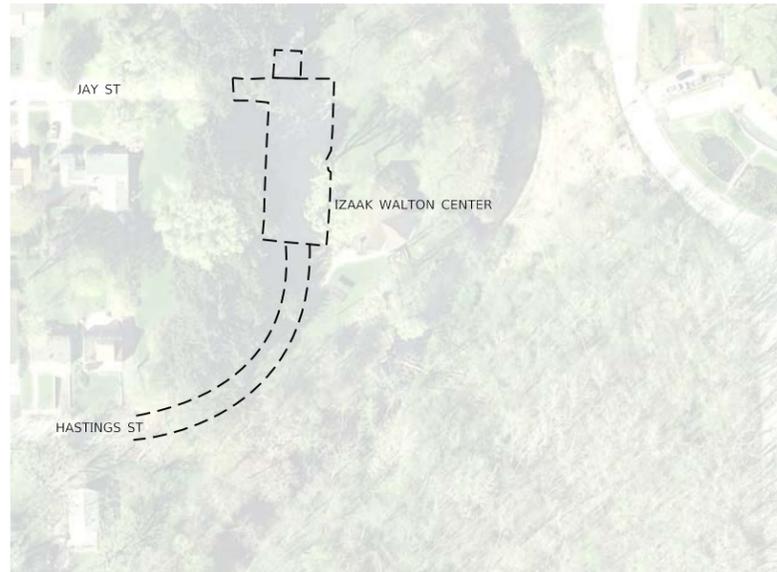
1. The following revised specification pages are included with this Addendum: R-7, RR-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

IZAACK WALTON CENTER IMPROVEMENTS

IZAACK 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

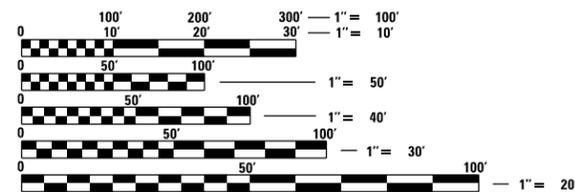


250 S. IL ROUTE 59
BARTLETT, IL 60103

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)	POUND	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.

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 25th, 2019
Time: 5pm

Bid Due: Date: July 29th, 2019
Time: 9am

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

Bid Opening: Date: July 29th, 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

Addendum 2

Date: July 25th, 2019
Time: 5pm

Date: July 29th, 2019
Time: 9am

Addendum 2

Date: July 29th, 2019
Time: 9am

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	UNIT PRICE	AMOUNT
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)	POUND	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.

BIDDER SHALL USE THIS FORM FOR SUBMISSION OF UNIT PRICES.

TOTAL	
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EXHIBIT B

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

TABLE OF CONTENTS

TAB	COVER SHEET
1	INDEX
2	PLANS – SHEETS G-0, S-1, TS-1, PR-1
3	PROPOSAL <ul style="list-style-type: none">-Bid and Project Schedule-Notice to Bidders-Instructions and General Conditions
4	PREVAILING WAGES
5	BID FORM

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; - *Will provide if awarded*
 - 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 or subsequent Contract or may result default. In such event, the successful Bidder may be liable for any costs of performing the work which exceed the amount of his/her Bid, and the Bid guarantee shall be available toward offsetting such difference, if not previously returned to the successful Bidder. All differences after exhaustion of the Bid guarantee shall be charged to the successful Bidder.

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 said 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

1

7/15/19

2

7/19/19

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



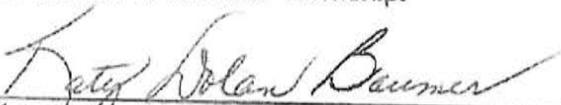
Brian P. McGuire, Township Supervisor

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
PILEDRIIVER	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	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	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 Placer; Concrete Pump (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; Greter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; 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 Screenshot; 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, hoses 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: Schroeder Asphalt Services, Inc. Date: 7/22/19
 Address: Office: 11022 S. Grant Hwy., Marengo, IL 60152
 Address: Legal: P.O. Box 831
 City: Huntley State: IL Zip Code: 60142
 Telephone: 815/923-4380
 Fax: 815/923-4389
 E-mail: brent@schroederasphalt.com or grace@schroederasphalt.com

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
2800409	EARTH EXCAVATION	CU YD	142.00		
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	153.00		
26900110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.00		
40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	640.00		
40000200	BITUMINOUS MATERIALS (TACK COAT)	POUND	152.9		
40000300	BITUMINOUS MATERIALS (PRIME COAT)	TON	144.10		
40000400	LEVELING BINDER (MACHINE METHOD), 1/20	TON	20		
40000300	HOT-MIX ASPHALT SURFACE COURSE, MIX 1A, 1 1/2"	TON	115.9		
42000107	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.6		
78001108	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00		
78001140	PAINT PAVEMENT MARKING - LINE 4"	FOOT	606.00		
60000100	INLETS TO BE ADJUSTED	EACH			
60000500	MANHOLES TO BE ADJUSTED	EACH			
67400108	MODULIZATION	L. SUM	1.00		
20100110	TREE REMOVAL (8 TO 10 UNITS DIAMETER)	UNIT			
20100210	TREE REMOVAL (OVER 10 UNITS DIAMETER)	UNIT			
20101100	TREE TRUNK PROTECTION	EACH	5.00		
20100000	CLEARING AND GRUBBING	SQ YD	400.00		
20100400	STUMP REMOVAL ONLY	UNIT	3.00		
	EROSION & SEDIMENT CONTROL	L. SUM	1.00		

See Attached ADDENDUM

NOTE: WORK SHALL BE IN ACCORDANCE WITH THE APRIL 2010 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.

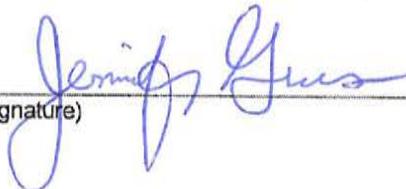
7. Contract Provisions.

- 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: Schroeder Asphalt Services, Inc.
(Legal name of person, firm, partnership, LLC, or corporation)

By:  /Jennifer Graves
(Signature)
Vice President
(Title)

[END OF BID FORM]

HANOVER TOWNSHIP
ADDENDUM NO. 1
TO BIDDING REQUIREMENTS FOR
the Izaak Walton Center Improvements

Date: July 15, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Page 35 of the BID DOCUMENTS is to be replaced with the attached page R-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

NONE

CHANGES TO THE CONTRACT SPECIFICATIONS:

1. The following revised specification pages are included with this Change Order: R-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

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:

Addendum #2

BID FORM SUMMARY OF QUANTITIES						
ITEM NO.	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT	
20200100	EARTH EXCAVATION	CU YD	122.9			
21101605	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	92.0			
08100110	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, MK 10", N70	TON	115.9			
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.6			
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.

BIDDER SHALL USE THIS FORM FOR SUBMISSION OF UNIT PRICES.

TOTAL	
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HANOVER TOWNSHIP

ADDENDUM NO. 2

TO BIDDING REQUIREMENTS FOR the
Izaak Walton Center Improvements

Date: July 19, 2019

NOTICE OF REVISION TO BID DOCUMENTS

CHANGES:

The bid documents are modified as follows:

1. Section 12(a)(iv) of the General Conditions on Page 24 of the BID DOCUMENTS is deleted and replaced with the following language:

- 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:	\$5,000,000
General Aggregate per Project:	\$5,000,000

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.

2. Page 3 of the BID DOCUMENTS (G-0 of the Contract Drawings) is to be replaced with attached page R-G-0.
3. Page 7 of the BID DOCUMENTS is to be replaced with the attached page R-7. The changes include the following:
 - a. Cut off for questions- Date changed to July 25th, 2019
 - b. Bid Due- Date changed to July 29th, 2019
 - c. Bid Opening- Date changed to July 29th, 2019
4. Page R-35 of the BID DOCUMENTS is to be replaced with the attached page RR-35

SUMMARY OF REVISIONS TO CONTRACT DRAWINGS:

1. The following revised contract drawings are included with this addendum: R-G-0

CHANGES TO THE CONTRACT SPECIFICATIONS:

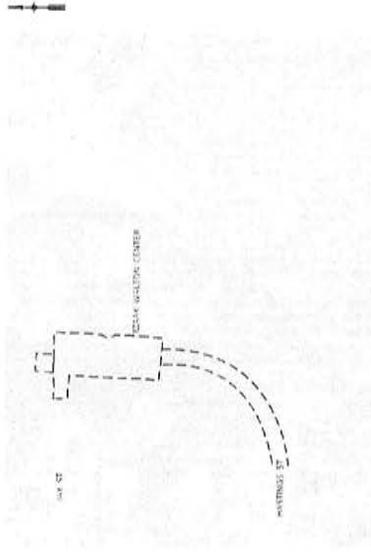
1. The following revised specification pages are included with this Addendum: R-7, RR-35

Prepared by:

Jorge Rueda, PE
Project Manager
2IM Group, LLC

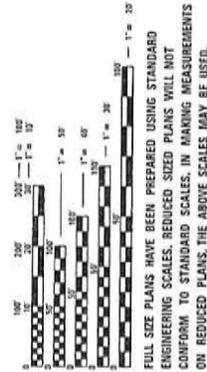
IZAAK WALTON CENTER IMPROVEMENTS

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



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.

JULLIE,
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-452-9123
OR 811



JORGE RUEDA, PE
NO. 082-088651
EXP. DATE 11/30/2019

CONTRACT NO.

CONTRACT NO. 19-103

PREPARED FOR

250 S. IL ROUTE 59
BARTLETT, IL 60103

CIVIL ENGINEER



118 S. CLINTON ST
CHICAGO, IL 60661

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
2000000	1" = 100' SCALE	10	EA	10.00	100.00
2100000	1" = 20' SCALE	10	EA	10.00	100.00
2200000	1" = 30' SCALE	10	EA	10.00	100.00
2300000	1" = 40' SCALE	10	EA	10.00	100.00
2400000	1" = 50' SCALE	10	EA	10.00	100.00
2500000	1" = 60' SCALE	10	EA	10.00	100.00
2600000	1" = 70' SCALE	10	EA	10.00	100.00
2700000	1" = 80' SCALE	10	EA	10.00	100.00
2800000	1" = 90' SCALE	10	EA	10.00	100.00
2900000	1" = 100' SCALE	10	EA	10.00	100.00
3000000	1" = 110' SCALE	10	EA	10.00	100.00
3100000	1" = 120' SCALE	10	EA	10.00	100.00
3200000	1" = 130' SCALE	10	EA	10.00	100.00
3300000	1" = 140' SCALE	10	EA	10.00	100.00
3400000	1" = 150' SCALE	10	EA	10.00	100.00
3500000	1" = 160' SCALE	10	EA	10.00	100.00
3600000	1" = 170' SCALE	10	EA	10.00	100.00
3700000	1" = 180' SCALE	10	EA	10.00	100.00
3800000	1" = 190' SCALE	10	EA	10.00	100.00
3900000	1" = 200' SCALE	10	EA	10.00	100.00
4000000	1" = 210' SCALE	10	EA	10.00	100.00
4100000	1" = 220' SCALE	10	EA	10.00	100.00
4200000	1" = 230' SCALE	10	EA	10.00	100.00
4300000	1" = 240' SCALE	10	EA	10.00	100.00
4400000	1" = 250' SCALE	10	EA	10.00	100.00
4500000	1" = 260' SCALE	10	EA	10.00	100.00
4600000	1" = 270' SCALE	10	EA	10.00	100.00
4700000	1" = 280' SCALE	10	EA	10.00	100.00
4800000	1" = 290' SCALE	10	EA	10.00	100.00
4900000	1" = 300' SCALE	10	EA	10.00	100.00
5000000	1" = 310' SCALE	10	EA	10.00	100.00
5100000	1" = 320' SCALE	10	EA	10.00	100.00
5200000	1" = 330' SCALE	10	EA	10.00	100.00
5300000	1" = 340' SCALE	10	EA	10.00	100.00
5400000	1" = 350' SCALE	10	EA	10.00	100.00
5500000	1" = 360' SCALE	10	EA	10.00	100.00
5600000	1" = 370' SCALE	10	EA	10.00	100.00
5700000	1" = 380' SCALE	10	EA	10.00	100.00
5800000	1" = 390' SCALE	10	EA	10.00	100.00
5900000	1" = 400' SCALE	10	EA	10.00	100.00
6000000	1" = 410' SCALE	10	EA	10.00	100.00
6100000	1" = 420' SCALE	10	EA	10.00	100.00
6200000	1" = 430' SCALE	10	EA	10.00	100.00
6300000	1" = 440' SCALE	10	EA	10.00	100.00
6400000	1" = 450' SCALE	10	EA	10.00	100.00
6500000	1" = 460' SCALE	10	EA	10.00	100.00
6600000	1" = 470' SCALE	10	EA	10.00	100.00
6700000	1" = 480' SCALE	10	EA	10.00	100.00
6800000	1" = 490' SCALE	10	EA	10.00	100.00
6900000	1" = 500' SCALE	10	EA	10.00	100.00
7000000	1" = 510' SCALE	10	EA	10.00	100.00
7100000	1" = 520' SCALE	10	EA	10.00	100.00
7200000	1" = 530' SCALE	10	EA	10.00	100.00
7300000	1" = 540' SCALE	10	EA	10.00	100.00
7400000	1" = 550' SCALE	10	EA	10.00	100.00
7500000	1" = 560' SCALE	10	EA	10.00	100.00
7600000	1" = 570' SCALE	10	EA	10.00	100.00
7700000	1" = 580' SCALE	10	EA	10.00	100.00
7800000	1" = 590' SCALE	10	EA	10.00	100.00
7900000	1" = 600' SCALE	10	EA	10.00	100.00
8000000	1" = 610' SCALE	10	EA	10.00	100.00
8100000	1" = 620' SCALE	10	EA	10.00	100.00
8200000	1" = 630' SCALE	10	EA	10.00	100.00
8300000	1" = 640' SCALE	10	EA	10.00	100.00
8400000	1" = 650' SCALE	10	EA	10.00	100.00
8500000	1" = 660' SCALE	10	EA	10.00	100.00
8600000	1" = 670' SCALE	10	EA	10.00	100.00
8700000	1" = 680' SCALE	10	EA	10.00	100.00
8800000	1" = 690' SCALE	10	EA	10.00	100.00
8900000	1" = 700' SCALE	10	EA	10.00	100.00
9000000	1" = 710' SCALE	10	EA	10.00	100.00
9100000	1" = 720' SCALE	10	EA	10.00	100.00
9200000	1" = 730' SCALE	10	EA	10.00	100.00
9300000	1" = 740' SCALE	10	EA	10.00	100.00
9400000	1" = 750' SCALE	10	EA	10.00	100.00
9500000	1" = 760' SCALE	10	EA	10.00	100.00
9600000	1" = 770' SCALE	10	EA	10.00	100.00
9700000	1" = 780' SCALE	10	EA	10.00	100.00
9800000	1" = 790' SCALE	10	EA	10.00	100.00
9900000	1" = 800' SCALE	10	EA	10.00	100.00
10000000	1" = 810' SCALE	10	EA	10.00	100.00
10100000	1" = 820' SCALE	10	EA	10.00	100.00
10200000	1" = 830' SCALE	10	EA	10.00	100.00
10300000	1" = 840' SCALE	10	EA	10.00	100.00
10400000	1" = 850' SCALE	10	EA	10.00	100.00
10500000	1" = 860' SCALE	10	EA	10.00	100.00
10600000	1" = 870' SCALE	10	EA	10.00	100.00
10700000	1" = 880' SCALE	10	EA	10.00	100.00
10800000	1" = 890' SCALE	10	EA	10.00	100.00
10900000	1" = 900' SCALE	10	EA	10.00	100.00
11000000	1" = 910' SCALE	10	EA	10.00	100.00
11100000	1" = 920' SCALE	10	EA	10.00	100.00
11200000	1" = 930' SCALE	10	EA	10.00	100.00
11300000	1" = 940' SCALE	10	EA	10.00	100.00
11400000	1" = 950' SCALE	10	EA	10.00	100.00
11500000	1" = 960' SCALE	10	EA	10.00	100.00
11600000	1" = 970' SCALE	10	EA	10.00	100.00
11700000	1" = 980' SCALE	10	EA	10.00	100.00
11800000	1" = 990' SCALE	10	EA	10.00	100.00
11900000	1" = 1000' SCALE	10	EA	10.00	100.00

CONTRACT NO. 19-103
JUNE 18TH, 2019

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 25th, 2019
Time: 5pm

Bid Due: Date: July 29th, 2019
Time: 9am

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

Bid Opening: Date: July 29th, 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

Addendum 2

Date: July 25th, 2019
Time: 5pm

Date: July 29th, 2019
Time: 9am

Addendum 2

Date: July 29th, 2019
Time: 9am

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: Schroeder Asphalt Services, Inc. Date: 7/29/19
 Address: Office: 11022 S. Grant Hwy., Marengo, IL 60152
 Address: Legal: P.O. Box 831
 City: Huntley State: Illinois Zip Code: 60142
 Telephone: 815/923-4380
 Fax: 815/923-4389
 E-mail: brent@schroederasphalt.com or grace@schroederasphalt.com

3. Bid Proposal.

The undersigned hereby submits the following bid:

BID FORM					
SUMMARY OF QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	AMOUNT
20200100	EARTH EXCAVATION	CU YD	122.9	48.00	5,899.20
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	52.2	28.00	2,581.60
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	142.3	48.00	6,830.40
40701801	HOT-MIX ASPHALT PAVEMENT (FULL DEPTH), 6"	SQ YD	553.1	28.00	15,486.80
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	714.6	.01	7.15
40300200	BITUMINOUS MATERIALS (PRIME COAT)	POUND	124.4	1.00	124.40
40600635	LEVELING BINDER (MACHINE METHOD), N/0	TON	29	150.00	4,350.00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	115.9	120.00	13,908.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1034.8	5.00	5,174.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	8.00	30.00	240.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	566.00	1.00	566.00
67100100	MOBILIZATION	L SUM	1.00	2,000.00	2,000.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	30.00	3,000.00
20101100	TREE TRUNK PROTECTION	EACH	5.00	300.00	1,500.00
X0100003	CLEARING AND GRUBBING	SQ YD	450.00	8.00	3,600.00
X2010400	STUMP REMOVAL ONLY	UNIT	3.00	75.00	225.00
	EROSION & SEDIMENT CONTROL	L SUM	1.00	2,000.00	2,000.00

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	67,492.55
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SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Subcontractor:

Clean Cut Tree Service, Inc
31064 Highway 83
Grayslake, IL 60030
847-265-0000
FEIN: 36-3963749



SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Material Supplier - Asphalt

Allied Asphalt
1100 Brandt Drive
Hoffman Estates, IL
Dave Verdico 847/695-9300

Bartlett Plant
2300 Graham Street
Bartlett, IL 60103
630/289-6080

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Schroeder Asphalt Services, Inc.
Phone: 815/923-4380
Fax: 815/923-4389

Mailing & Legal Address:
P.O. Box 831
Huntley, IL 60142-0831

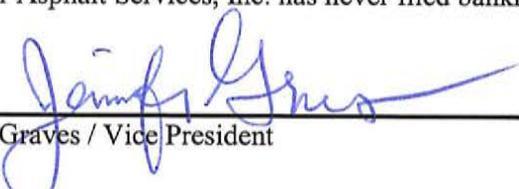
Office Location:
11022 S. Grant Hwy.
Marengo, IL 60152-9405

Corporation - Incorporated in the state of Illinois on 5/8/1997
In business for about 22 years.

Vice President: Jennifer Graves

FEIN # 39-1889745

Schroeder Asphalt Services, Inc. has never filed bankruptcy.



Jennifer Graves / Vice President

Subscribed and sworn before me this 22nd day of July, 2019.



Notary Public

JENNIFER GRIEBEL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Apr 03, 2021

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

Key Office Personnel and Field Supervisors:

Ronald Schroeder – President / Treasurer – 43+ Yrs. Experience

Jennifer Graves – Vice President – 22 Years of Experience

Grace Foss – Corporate Secretary/Estimator Assistant – 15+ Years of
Experience

John Rocco – Superintendent – 39 Years of Experience

Kyle Joustra - Field Supervisor / Estimator / Project Manager - 18+ Years of
Experience



Illinois Department of Transportation

Certificate of Eligibility

Schroeder Asphalt Services, Inc.
P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

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

\$30,025,000.00

001	EARTHWORK	\$1,675,000	
005	HMA PAVING	\$18,375,000	B
012	DRAINAGE	\$300,000	
017	CONCRETE CONSTRUCTION	\$150,000	
032	COLD MILL, PLAN. & ROTOMILL	\$4,525,000	
06A	AGGREGATE BASES & SURF. (A)	\$1,975,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/22/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/22/2019.

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

Tim Bell

Engineer of Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period.	Your operations or premises owned, leased, or rented by you.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COUNTRY Mutual Insurance Company

POLICY NUMBER: AB 9180453 04

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
An entity listed as an additional insured on a certificate of insurance issued and approved by us during this policy period and indicating insurance under this endorsement (CG 20 37 and or completed operations coverage) applies for that entity; but only for: <ul style="list-style-type: none">• This one policy period shown in the Declarations to which that certificate applies, and• The specific project and those locations and completed operations for which that certificate is required by the contract between that certificate holder and you. This endorsement will not apply to any entity for whom we have rejected or declined this completed operations coverage for this policy period.	Per certificates of insurance on file

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 489-5600
www.hubinternational.com

July 22, 2019

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

Re: Schroeder Asphalt Services, Inc. / Izaak Walton Improvements

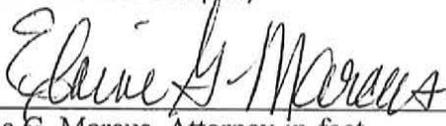
To Whom It May Concern:

As Surety for Schroeder Asphalt Services, Inc., the Hudson Insurance Company of New York, NY & subject to our normal underwriting considerations will issue the required performance and payment bonds on the forms prescribed in the bid documents, in the full amount of the contract.

Hudson Insurance Company has a group rating of A XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States.

If you should need further clarification please call the office.

Sincerely,
Hudson Insurance Company

By: 
Elaine G. Marcus, Attorney-in-fact

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

OWNER:

(Name, legal status and address)

Hanover Township
250 South Illinois Route 59
Bartlett, IL 60103

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place, Ste. 450

Downers Grove, IL 60515

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

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

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

PROJECT:

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

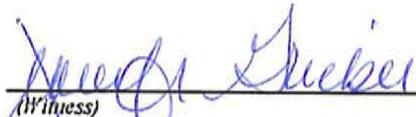
Izaak Walton Center Improvements

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

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

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

Signed and sealed this 22nd day of July, 2019



(Witness)



(Witness) Witness

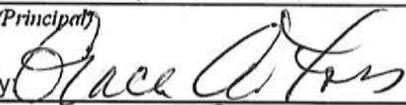
Schroeder Asphalt Services, Inc.

(Principal)

(Seal)

By

(Title)



Grace Foss - Corporate Secretary

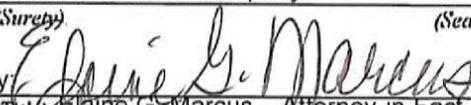
Hudson Insurance Company

(Surety)

(Seal)

By

(Title)



Elaine G. Marcus Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Elaine G. Marcus Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of July, 2019



Graciela Casaus

Notary Public

Graciela Casaus

My Commission expires:

May 5, 2023



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Elaine G. Marcus of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 14th day of December, 2017 at New York, New York.



Attest: [Signature] Dina Daskalakis Corporate Secretary

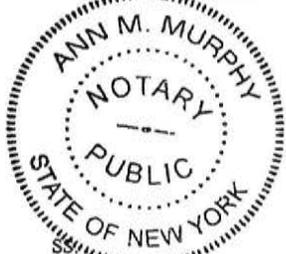
HUDSON INSURANCE COMPANY

By: [Signature] Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 22nd day of July, 2019.

(Corporate seal)



By: [Signature] Dina Daskalakis, Secretary



MEMORANDUM

DATE: August 5, 2019
TO: Hanover Township Supervisor and Board of Trustees
FROM: James Barr, Township Administrator
BY: Mackenzie Peshek, Graduate Management Intern
SUBJECT: OSLAD Grant Application for Izaak Walton Reserve

Hanover Township was gifted the Izaak Walton property in 2012, and now consists of 13.1 acres of wooded land that includes a lodge built in the 1940s and acreage transferred recently from the City of Elgin. To maximize community accessibility and utilization of the land and lodge, the Township is applying for the Open Space Lands Acquisition and Development Grant (OSLAD) from the State of Illinois. This will fund the Izaak Walton Reserve Master Plan as developed by Hanover Township in partnership with architects from Hitchcock Design Group.

The master plan consists of developing a 5/8 mile of multi-use nature and board walk trail with a bridge, outdoor amphitheater, restroom, overlook, challenge course, orienteering course, site furniture, drinking fountain, baggo courts, and native plant restoration. Currently an archery range resides in the southwest corner of the reserve and a pathway would provide easier and more frequent accessibility. Hitchcock Design Group advises allotting two years for completion; projected for Spring of 2020. The construction work will be contracted with some removals being performed by Hanover Township staff.

Previously the Township applied for the OSLAD; however, the grant process was halted due to the State budget impasse. With the total project cost estimate at approximately \$759,900, Hanover Township plans to use the OSLAD grant for approximately 50% of the funding needed, not exceeding \$400,000. The remaining funds required will come from Hanover Township's capital fund reserves. Due to having sufficient funding and a two-year plan in place, the Township proposes submission of the OSLAD application in compliance with OSLAD requirements and specifications.

The resolution to approve the application of the OSLAD Grant for the Izaak Walton Reserve Master Plan will be presented to the board for approval at the next Township Board meeting on August 6, 2019. Should you have any questions or concerns, please do not hesitate to contact James Barr at jbarr@hanover-township.org or (630)837-0301. Thank you for your consideration.



Master Plan Concept

Izaak Walton Center and Reserve

Elgin, Illinois



NORTH

SCALE: 1"=40'



ISSUE DATE: July 16, 2019
 All drawings are preliminary and subject to change.
 © 2015 Hitchcock Design Group

PREPARED FOR:
 Hanover
 Township

RESOLUTION _____

**A RESOLUTION
TO APPROVE THE APPLICATION FOR THE
OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT GRANT PROGRAM**

WHEREAS, the Open Space Lands Acquisition and Development (hereinafter, “OSLAD”) Grant Program is an annual grant program offered through the Illinois Department of Natural Resources (hereinafter, the “IDNR”), which provides funding assistance to acquire and/or develop public outdoor recreation areas.

WHEREAS, the Supervisor and Board of Trustees of Hanover Township deem it necessary and in the best interest of the Township to submit an application for grant assistance under the OSLAD Grant Program, a copy of which is attached hereto and incorporated herein by this reference, for the development of the Izaak Walton Reserve (hereinafter, the “Project”), as specified therein.

WHEREAS, in order to complete the application and be considered for grant assistance under the OSLAD Grant Program, the IDNR requires that Hanover Township adopt a resolution certifying that it has sufficient funding to complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Trustees (hereinafter, the “Board”) of Hanover Township, Cook County, Illinois (hereinafter, the “Township”), as follows:

SECTION ONE: INCORPORATION OF RECITALS. The recitals are hereby incorporated into the body of this Ordinance as though fully set forth herein.

SECTION TWO: APPROVAL. The application for grant assistance under the Open Space Lands Acquisition and Development Grant Program (the “Application”), a copy of which is attached hereto and incorporated herein, for the

development of the Izaak Walton Reserve (hereinafter, the “Project”) is hereby approved.

SECTION THREE: CERTIFICATIONS.

(a) The Township hereby certifies and acknowledges that it has the sufficient funds necessary, including cash and the value of donated land, to complete the Project within the timeframes specified in the Application for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the Project because of insufficient funds or change in local recreation priorities is sufficient cause for Project grant termination, which will also result in the ineligibility of the Township for subsequent Illinois Department of Natural Resources (hereinafter, “IDNR”) outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following Project termination.

(b) The Township understands that the Project must be completed within two (2) years, as established in the Application and Project agreement therein. The Billing Certification Statement must be submitted within forty-five (45) days of the grant expiration date and the last reimbursement request must be submitted within one (1) year of the grant expiration date. Failure to do so will result in the Township forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

(c) The Township acknowledges and certifies that it will comply with all terms, conditions, and regulations of: (1) the Open Space Lands Acquisition and Development program, 17 Ill. Admin. Code 3025; (2) the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*; (3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, P.L. 91-646, and/or the Illinois Displaced Persons Relocation Act,

310 ILCS 40 *et seq.*, as applicable; (4) the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*; (5) Title VI of the Civil Rights Act of 1964, P.L. 83-352; (6) the Age Discrimination Act of 1975, P.L. 94-135; (7) the Civil Rights Restoration Act of 1988, P.L. 100-259; and (8) the Americans with Disabilities Act of 1990, PL 101-336; and will maintain the Project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the IDNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the IDNR, and that development at the site will commence within three (3) years

(d) The Township certifies to the best of its knowledge that the information provided within the Application is true and correct.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full

force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 6, 2019

APPROVED: August 6, 2019

Brian P. McGuire, Supervisor

ATTEST:

Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on August 6, 2019, and approved on August 6, 2019, as the same appears from the official records of the Hanover Township.

Katy Dolan Baumer, Clerk

**OSLAD Grant Program
General Project Data**

14. Source(s) of Local Matching Funds:

<input type="checkbox"/>	General Funds	
<input type="checkbox"/>	Non-Referendum Bonds	
<input type="checkbox"/>	Referendum Bonds (date)	_____
<input type="checkbox"/>	Donations (specify)	_____
<input type="checkbox"/>	Other (specify)	_____

(Read instructions on page ___ before completing)

<p>14a. Total Public Park / Open Space Acreage Available Within Applicants Jurisdictional Boundaries:</p> <p>_____ * acres</p>	<p>14b. Amount of Public Parkland / Open Space Acreage Shown in 14a That is Owned and/or Leased by Applicant:</p> <p>_____ acres owned _____ acres leased</p>
---	--

* NOTE: Attach legible map showing location of ALL public parkland within applicant's jurisdictional boundaries. This includes any other local unit of government's park sites within your boundary. For each park site, indicate name, size, rec. facilities available, and whether utilized as "community", "neighborhood" or other type classification park.

15. If Applicable, Indicate Specific Goal or Standard Adopted by Applicant for Amount of Local Open Space / Park Acres per 1,000 Population Within Jurisdiction.

_____ acres/1,000 Population *

* Must submit page(s) from local plan or ordinance to substantiate the stated goal or standard.

16. Existing Supply of Proposed Project Facilities:

For each major recreation facility planned for development IN THE PROPOSED PROJECT (see listing below) show existing supply/quantities of such facilities currently available for public use within the jurisdictional boundaries of the project sponsor.

	(existing # w/in jurisdiction)		(existing # w/in jurisdiction)
<u>CAMPING & PICNIC FACILITIES</u>		<u>TRAILS (# of miles to nearest 1/10 mi.)</u>	
Picnic Shelters	_____	Hiking/walking/multi-use	_____
Tent Camp Sites (primitive)	_____	Nature interpretive	_____
Trailer/Camper Sites	_____		
<u>SPORTS FIELDS & PLAY AREAS</u>		<u>WATER FACILITIES</u>	
Baseball Fields	_____	Spraygrounds	_____
Softball Fields	_____	Swimming Pool	_____
Soccer Fields	_____	Swimming Beach	_____
Football Fields	_____	_____ (Linear Feet of Waterfront)	
Lacrosse or Cricket Fields	_____	Boat Launch Ramps	_____
Tennis Courts	_____	Fishing Piers	_____
Pickleball Courts	_____	<u>WINTER RECREATION FACILITIES</u>	
Basketball Courts	_____	Ice Rink	_____
Volleyball Courts	_____	Other:	_____
Running Track	_____	<u>OTHER</u>	
Playgrounds	_____	Dog Parks	_____
In-line Skating Rinks/Courts	_____	Fitness Stations (#)	_____
Skate Parks	_____	Amphitheater/Bandshell	_____
<u>GOLF COURSES (# of holes)</u>		<u>INTERPRETIVE CENTERS</u>	
Frisbee Golf	_____		

17. List any Other State of Federal Grant Funds Involved in the Proposed Project, Previous or Anticipated: (N/A if None)

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: _____

Project Title: _____

The _____ (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The _____ (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the _____ (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the _____ (Sponsor) on the _____ day of _____ (month), _____ (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title

**OSLAD Grant Program
Narrative Statement**

Attachment A-1

Applicant (Sponsor) Legal Name: _____

Project Title: _____

Instructions:

Describe, at a minimum, the overall concept of the project, project funding, agencies involved, approach to implementation, project location, trail mileage to be provided through the project, need for the project, anticipated benefits and the proposed schedule of operation (daily and/or seasonal hours of operation) for the project facility. Be thorough and explicit, this narrative should completely describe the project and expected outcome.

**OSLAD Grant Program
Environmental Assessment Statement (EAS)**

**Attachment A-5
(page 2 of 3)**

Physical Resource Factors (cont.)

Type of Impact

- 15. Water Useage
 - 16. Mineral Resources
 - 17. Tree Removal
 - 18. Surface Waters (lakes, streams, drainageways, etc.)
 - 19. Groundwater
 - 20. Floodplains (percent of project area within 100 year floodplain):
 - 21. Wetlands (*)
 - 22. Threatened and Endangered species (*)
 - 23. Archaeological Resources and Historic Sites/Districts (*)
- (*) See required "Cultural Resource, Endangered Species & Wetlands Review Report" form located at the end of this EAS report that must be completed (with the requested map attachments and photos, if applicable) and attached in duplicate (3 copies) to the EAS as part of the project application submitted to the DNR. As part of the cultural resource review, an on-site archaeological reconnaissance survey may be required to determine the existence and/or significance of such resources and potential impacts to them. The cost of such a survey is the responsibility of the local applicant and is eligible for grant assistance IF included in the application project budget. You will be notified if such a survey is required. PLEASE NOTE that the survey, if required, does not need to be conducted until after IDNR grant approval.

	B	N	A	n/a
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28	YES		NO	
29	YES		NO	

Other Factors

- 24. Public Roadway / Traffic / Public Transit / Railroad Impacts
- 25. Public Utilities / Transmission Facilities
- 26. Visual Impacts
- 27. Hazardous Waste/Materials
- 28. Consistency with Local Plans (if no, explain)
- 29. Known Project Controversy (if yes, explain)
- 30. Identify any Other Adverse Impact(s)

COMMENT SECTION for "Adverse Impacts"

(do not generalize or use vague/ambiguous terms in your comments)

Describe each adverse impact in an objective and quantified manner and describe specifically HOW MITIGATION will be accomplished to minimize the adverse impact OR which impacts are unavoidable and cannot be positively addressed through mitigation measures. BE CONCISE.

Factor # Comment

CULTURAL RESOURCES, ENDANGERED SPECIES & WETLANDS REVIEW REPORT

Project Sponsor: _____
 Project Title/Site Name: _____
 Contact Person: _____
 Address: _____
 Phone: _____ Date: _____
 email: _____

Indicate Grant Program Type			
___ Bike Path	___ OLT	___ LWCF	
___ Boat Access	<u>X</u> OSLAD		
___ Line Item	___ RTP		
___ OHV	___ Snowmobile		

Check appropriate response: New Project Application (*not previously reviewed/considered by IDNR*)
 Application Resubmittal*

*If resubmittal, indicate the year(s) previously submitted: _____

Has project proposal changed in scope or design layout from previous submittal(s)? Yes No
 If this is a development project was the property acquired with IDNR funds? Yes No

Project Location

Street Address and City: _____ County: _____
 USGS Numeric Location Designation: _____ Township: _____ Range: _____ Section: _____

Please attach: 1) project site development plan
 2) topographic map
(Note: photocopy ONLY that portion of Topo map where project site is located. Copies should be no larger than 11" x 17".)
(Clearly delineate and identify the project site/park boundary on the map with a dashed black line)

Topographic maps may be obtained from:
 Illinois State Geological Society
 Champaign, IL
 (217) 244-2414

Size of Project Site: _____ acres

Topographical maps may also be available from local and/or regional planning commissions.

Does the project include tree removal? Yes No If yes, anticipated number to be removed: _____

Concise Project Description: (Also, attach 2 sets of color photos of any existing buildings/structures on project site.)

DEPARTMENT USE ONLY		Approved	Approved w/ Restrictions*	Comments*	Grant Adm. _____
Cultural Resources	_____	_____	_____	_____	
T&E Species/NP/Natural Area/LWR	_____	_____	_____	_____	
Wetlands (Sec.404, see reverse side)	_____	_____	_____	_____	
* see attached letter/comments					
OREP/RR&C/CERP Coordinator	_____	Date	_____	Signature indicated IDNR CERP sign-off for ONLY the project information included in this submittal. Any changes must be resubmitted for review.	

3 COPIES OF THIS FORM AND THE SPECIFIED ATTACHMENTS MUST BE SUBMITTED WITH APPLICATION



Memorandum

To: Hanover Township Board
From: Tracey Colagrossi, Director, Department of Senior Services
Re: Bus Replacement Proposal
Date: August 1, 2019

Background

Hanover Township’s current bus fleet includes:

- One twenty-six passenger bus (seven wheelchair securements)
- Two twelve-passenger buses leased from Pace (two wheelchair securements)
- Six fourteen passenger buses (two vehicles with four wheelchair securements, four with five wheelchair securements)
- One fourteen passenger bus reserved for Youth and Family Services and used as back up. The vehicle was retired from the fleet due to high mileage.

In 2011, the township purchased a Ford Aerotech 14 passenger bus with four wheelchair positions. This bus has over 144,000 miles on it. The department is recommending retirement of this bus due to high mileage and maintenance issues. The department has experienced an increased demand for vehicles with multiple wheelchair securements due to growth in dialysis appointments and the number of riders using wheelchairs. The department budgeted for replacement of this vehicle this fiscal year.

Recommendation

The department is recommending the purchase of one fourteen passenger, five-wheelchair positon 2019 Elkhart passenger bus with a Ford E450 Chassis from Midwest Transit Equipment Inc. Mid-West Transit Equipment Inc is an approved vendor on the state joint purchasing program. The department researched other procurement options and received a quote from Sourcewell (formerly National Joint Power Alliance), another joint purchasing association the township is affiliated, was approximately \$12,330.00 more. Transportation Manager, Linda Steininger, coordinated bus procurement options, which include a vehicle trade-in.

2019 Elkhart with Ford E450 Chassis

Quantity 1-14 Passenger, 5 Wheelchair lockdowns:

	Unit Price
Bus, Delivery, and Title.....	\$62,876.00
<u>Estimated Trade Value for Retired Ford Aerotech Vehicle.....</u>	<u>\$ 1,000.00</u>
Elkhart with Ford E450 Vehicles less Trade Value.....	\$61,876.00
<u>Bus Lettering/Wrap.....</u>	<u>\$ 2,708.13</u>
	\$64,584.13

Conclusion

The Department of Senior Services recommends the trade in of the 2011 Ford Aerotech fourteen passenger vehicle for the procurement of one 2019 Elkhart Ford E450 vehicle with capacity for fourteen passengers or five wheelchairs. The lettering and wrap for the bus will be similar to the newest vehicles in the fleet. This vehicle enables the department to service a greater number of Hanover Township residents with assisted devices.