



1. THIS AGREEMENT, made and concluded the 17th day of November 2008, between the Hanover Township Road District of Bartlett, IL acting by and through its Highway Commissioneer Hardin Paving Company, LLC his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section Douglas Road and Dennis Lane in Bartlett, Illinois, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof, as amended by Addendum No. One attached hereto and incorporated herein.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: [Signature] Clerk (Seal)

The [Signature] of Hanover Township Road District By P. Craig O'han Party of the First Part

(If a Corporation) Corporate Name Hardin Paving Co, LLC By [Signature] President Party of the Second Part

Attest: [Signature] Secretary

(If a Co-Partnership) Partners doing Business under the firm name of Party of the Second Part (If an individual) Party of the Second Part

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MO  
HARDI-1

DATE (MM/DD/YYYY)  
11/12/08

<b>PRODUCER</b>  Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle IL 60532 Phone: 630-245-4600 Fax: 630-245-4601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Hardin Paving Company, LLC 460 W. Hintz Road Wheeling IL 60090	INSURER A: <b>ACUITY</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addtl Insd <input checked="" type="checkbox"/> XCU Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	K04389	04/01/08	04/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	K04389	04/01/08	04/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	K04389	04/01/08	04/01/09	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000	
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	K04389	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Hardin Job No. 28043; Douglas Road & Dennis Lane Resurfacing; Douglas Road and Dennis Lane, Bartlett, IL  
 Primary Additional Insureds on General Liability & Umbrella and Waiver of Subrogation on Workers Compensation in favor of: Those listed on Page 2  
 Also per the attached CG7194 (5/05) and CG7274 (5/05)

### CERTIFICATE HOLDER

HANOV-8

Hanover Township Road District  
 250 South Route 59  
 Bartlett IL 60103

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Molly M. Moran



**NOTEPAD:**HOLDER CODE HANOV-8  
INSURED'S NAME Hardin Paving Company, LLCHARDI-1  
CSR MOPAGE 2  
DATE 11/12/08

Re: Hardin Job No. 28043; Douglas Road & Dennis Lane Resurfacing; Douglas Road and Dennis Lane, Bartlett, IL

Primary Additional Insureds on General Liability & Umbrella and Waiver of Subrogation on Workers Compensation in favor of:

- \* Hanover Township Road District (HTRD)
- \* Hanover Township
- \* Gewalt Hamilton Associates, Inc.

Also per the attached CG7194 (5/05) and CG7274 (5/05)

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY AND NONCONTRIBUTORY**

CG-7194(5-05)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the ren-

dering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

- b. *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.

3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY AND  
NONCONTRIBUTORY AUTOMATIC STATUS WHEN REQUIRED IN CON-  
STRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRAC-  
TORS)**

CG-7274(5-05)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.*

2. This insurance does not apply to:

- a. *Bodily injury or property damage which occurs prior to the execution of the contract or*

agreement described in item 1; or

- b. *Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or*
  - c. *Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:*
    - (1) *The preparing, approving or failing to prepare or approve maps, shops drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or*
    - (2) *Supervisory, inspection, architectural or engineering activities.*
3. The insurance provided by this endorsement is primary and noncontributory.



Contract Bond

Route	<u>DOUGLAS RD &amp; DENNIS LN</u>
County	<u>COOK</u>
Local Agency	<u>HANOVER TOWNSHIP</u>
Section	<u>N/A</u>

We, Hardin Paving Company, LLC

460 W. Hintz Road, Wheeling, IL 60090

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Hundred Ninety Thousand Three Hundred Sixty Five and 00/100

110% of Contract Sum Dollars ( \$190,365.00 ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th day of November A.D. 2008

**PRINCIPAL**

Hardin Paving Company, LLC  
(Company Name)

By: [Signature]  
(Signature & Title) PRES.

Attest: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Cook

I, [Signature] Sherry Fenbee, a Notary Public in and for said county, do hereby certify that



Michael W. Hardin  
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November A.D. 2008

My commission expires 05/29/11

[Signature]  
Notary Public (SEAL)

North American Specialty Insurance Company  
(Name of Surety)

**SURETY**

By: [Signature] Kimberly R. Holmes  
(Signature of Attorney-in-Fact)  
Kimberly R. Holmes (SEAL)

STATE OF ILLINOIS,

COUNTY OF KANE

I, Esther C. Jimenez, a Notary Public in and for said county, do hereby certify that

Kimberly R. Holmes

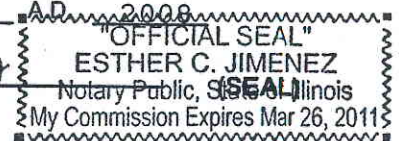
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November A.D. 2008

My commission expires 03/26/2011

[Signature] Esther C. Jimenez  
Notary Public



Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

WILLIAM P. WEIBLE, MOLLY M. MORAN, LORI A. NOGGLE, WILLIAM CAHILL, KIMBERLY SAWICKI, SHARON M. KELSCH, KIMBERLY R. HOLMES, MELISSA NEWMAN, KAREN A. RYAN and ESTHER C. JIMENEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of September, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 30th day of September, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of November, 2008.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



**RETURN WITH BID**

PROPOSAL SUBMITTED BY

<u>HARDY'S PAVING COMPANY, LLC</u>		
Contractor's Name		
<u>460 WEST HEATZ ROAD</u>		
Street	P.O. Box	
<u>WHEELING IL</u>	<u>60090</u>	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF COOK

HANOVER TOWNSHIP ROAD DISTRICT

(Insert name of City, Village, Town or Road District)

ESTIMATE OF COST, SPECIFICATIONS, PLANS,  
MATERIAL PROPOSAL, CONTRACT PROPOSAL,  
CONTRACT AND CONTRACT BOND.

(Strike out that which is not applicable)

FOR

THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. DOUGLAS ROAD AND DENNIS LANE

SECTION NO. N/A

TYPE OF FUNDS LOCAL

TO BE CONSTRUCTED UNDER  
THE PROVISIONS OF

**THE ILLINOIS HIGHWAY CODE**

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**  
(Note Instruction 5 of the Notice to Bidders Form)

Submitted  
Approved/Passed \_\_\_\_\_

Highway Commissioner/Mayor/President of Board of Trustees

**For County and Road District Projects Only**

Submitted/Approved \_\_\_\_\_

County Engineer/Superintendent of Highways

APPROVED  
DEPARTMENT OF TRANSPORTATION

Date \_\_\_\_\_

Regional Engineer

## NOTICE TO BIDDERS

Hanover Township Road District ("HTRD") is accepting sealed bids for the HTRD's pavement rehabilitation/resurfacing improvement project for Dennis Lane and Douglas Road located in Cook County, Illinois near Streamwood, Illinois, including but not limited to HMA pavement removal, aggregate base preparation, HMA binder and surface courses, and thermoplastic pavement marking, in strict compliance with the Project Manual, Plans, Specifications, and Drawings prepared by Gewalt Hamilton Associates, Inc. (the "Engineer") and other Contract Documents as defined in the General Conditions (the "Project Work"). Copies of said bid documents may be obtained from the HTRD Clerk at the Township Office at 250 South Route 59, Bartlett, Illinois, 60103, (Phone 630/837-0301) during regular business hours of 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, beginning October 27, 2008.

Sealed bids must be submitted on forms furnished by the HTRD, and will be accepted at the HTRD office, 250 South Route 59, Bartlett, Illinois 60103 (the "HTRD Office"), Attention: Brian P. McGuire, Road District Clerk until 4:00 p.m., November 5, 2008, at which time said bids will be publicly opened and read aloud. Each bid must 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 Road District. All bidders shall be pre-qualified with IDOT to perform similarly sized HMA bituminous paving projects. Bidders do not need to be pre-qualified with IDOT for Bituminous Plant Mix nor do bidders need to have their own plant to bid and/or perform this project. No tonnage restriction shall apply to this contract. All bidders should include their IDOT "Certificate of Eligibility" with their bid proposal.

The Prevailing Wage Act (820 ILCS 130/01 et seq.) shall apply to the Project Work.

The successful Bidder for the Project Work will be required to submit: (a) a Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond each in the amount of 110% of the Contract Sum, naming the Hanover Township Road District as primary obligee, in form acceptable to the HTRD, 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 110% of the Contract Sum guarantying Contractor's obligations under the 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 6% in form acceptable to the HTRD, 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. The cost of said Bond or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal.

It is anticipated that the HTRD will award the Contract to the successful Bidder on or about November 7, 2008. The Project Work, including but not limited to all restoration work must be performed in strict compliance with the Contract Documents and must be completed on or before December 5, 2008, weather permitting.

HTRD reserves the right to reject any and all bids, accept all or part of a bid, and to waive minor irregularities and nonconformities in any bid when it is in the best interests of the HTRD.

/s/ Brian P. McGuire  
Ex-officio Clerk of the Hanover Township  
Road District



**RETURN WITH BID**

Route	<u>DOUGLAS RD &amp; DENNIS LN</u>
County	<u>COOK</u>
Local Agency	<u>HANOVER TOWNSHIP</u>
Section	<u>N/A</u>

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of Hanover Township Road

District, 250 South Route 59, Bartlett, IL 60103, Attn: Brian P. McGuire, Road District Clerk of HTRD

until 4:00 o'clock P M., <sup>(address)</sup> November 5, 2008 Proposals will be opened and read publicly

at 4:00 o'clock P M., <sup>(date)</sup> November 5, 2008 at the office of Hanover Township Road District,

250 South Route 59, Bartlett, IL 60103, Attn: Brian P. McGuire, Road District Clerk

<sup>(address)</sup>

**Description of Work**

Name Douglas Rd. & Dennis Ln. Roadway Improvement Project Length 1,900 feet ( 0.36 miles)

Location Douglas Rd at Route 59 is located between Irving Park Rd. and Gulf Keys Rd. at west R.O.W. of Route 59.

Proposed Improvement HMA surface removal, aggregate base preparation, HMA binder and surface courses, thermoplastic pavement marking and all other associated work.

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of Hanover Township Road District, 250 South Route 59, Bartlett, Illinois, 60103
- 2- If prequalification is required , the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority ~~and 2 copies with the IDOT District Office.~~
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
 

a. BLR 12210 - Contract Cover	f. BLR 12230 - Proposal Bid Bond (if applicable)
b. BLR 12220 - Notice to Bidders	g. <del>BLR 12325 - Apprenticeship or Training Program</del>
c. BLR 12221 - Contract Proposal	<del>Certification (do not use for federally</del>
d. BLR 12222 - Contract Schedule of Prices	<del>funded projects)</del>
e. BLR 12223 - Signatures	
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of

---

(Awarding Authority)

---

County Engineer/County Superintendent of Highways/Municipal Clerk

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Illinois Department of Transportation

Proposal

RETURN WITH BID

Route DOUGLAS RD & DENNIS LN
County COOK
Local Agency HANOVER TOWNSHIP
Section N/A

1. Proposal of HARPER PAVING COMPANY, LLC

for the improvement of the above section by the construction of HMA surface removal, aggregate base preparation, HMA binder and surface courses, thermoplastic pavement marking, and all other associated work.

a total distance of 1900.00 feet, of which a

distance of 1900.00 feet, ( 0.360 miles) are to be improved.

2. The plans for the proposed work are those prepared by Gewalt Hamilton Associates, Inc., 850 Forest Edge Dr., Vernon Hills, Illinois 60061 and approved by the Department of Transportation on n/a

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within n/a working days or by 12/5/2008 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds [X] will [ ] will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to Hanover Township Road District Treasurer of

the amount of the check is 10% of the Bid Amount

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number n/a

8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.



**Schedule of Prices**

Route DOUGLAS RD & DENNIS LN  
 County COOK  
 Local Agency HANOVER TOWNSHIP  
 Section N/A

**RETURN WITH BID**

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200	\$ 30.00	\$ 6,000.00
2	SUB-BASE GRANULAR MATERIAL, TYPE B	CU YD	200	\$ 25.00	\$ 5,000.00
3	PREPARATION OF BASE	SQ YD	5,030	\$ 1.75	\$ 8,802.50
4	AGGREGATE BASE REPAIR	TON	200	\$ 17.50	\$ 3,500.00
5	AGGREGATE SURFACE COURSE, TYPE B	TON	120	\$ 22.00	\$ 2,640.00
6	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$ 18.00	\$ 1,440.00
7	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	2,500	\$ 2.20	\$ 5,500.00
8	AGGREGATE (PRIME COAT)	TON	10	\$ 32.00	\$ 320.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (2.5")	TON	725	\$ 78.00	\$ 56,550.00
10	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50 (2")	TON	580	\$ 93.50	\$ 54,230.00
11	HOT-MIX ASPHALT SURFACE REMOVAL, 3 1/2"	SQ YD	5,030	\$ 3.25	\$ 16,347.50
12	AGGREGATE WEDGE SHOULDER, TYPE B	TON	175	\$ 26.50	\$ 4,637.50
13	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	160	\$ 7.50	\$ 1,200.00
14	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	15	\$ 82.90	\$ 1,243.50
15	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (3 1/2")	SQ YD	140	\$ 40.00	\$ 5,600.00
<b>Bidder's Proposal for making Entire Improvements.</b>					<b>\$ 173,059.00</b>

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# Illinois Department of Transportation

## Signatures

**RETURN WITH BID**

Route	<u>DOUGLAS RD &amp; DENNIS LN</u>
County	<u>COOK</u>
Local Agency	<u>HANOVER TOWNSHIP</u>
Section	<u>N/A</u>

(If an individual)

Signature of Bidder \_\_\_\_\_  
 Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_  
 Signed By \_\_\_\_\_  
 Business Address \_\_\_\_\_

Insert Names and Addresses of All Partners



(If a corporation)

Corporate Name HARDEN PAVING COMPANY, LLC  
 Signed By [Signature] President  
 Business Address 460 WEST HENTZ ROAD  
WHEELING, IL 60090

Insert Names of Officers

President MICHAEL HARDEN  
 Secretary " "  
 Treasurer " "

Attest: [Signature]  
 Secretary

TAX COMPLIANCE AFFIDAVIT

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

[Handwritten Signature]  
Signature

STATE OF ILLINOIS )  
                                  )     SS.  
COUNTY OF COOK     )

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

Dated: NOVEMBER 5, 2008

Diana Wolford  
Notary Public





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

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

Dated: NOVEMBER 5, 2008

HARDEN PAVING COMPANY, LLC (Print Name of Bidder/Company)

(Signature of Authorized Officer)

MICHAEL HARDEN (Printed Name of Signatory)

PRESIDENT (Title of Signatory)

STATE OF ILLINOIS )
COUNTY OF COOK )

SS.

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

Dated: NOVEMBER 5, 2008

Diana Wolford Notary Public



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

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

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

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

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

HARTEN PAVING COMPANY LLC (Print Name of Bidder/Company)

(Signature of Authorized Officer)

MICHAEL HARTEN (Printed Name of Signatory)

PRESIDENT (Title of Signatory)

STATE OF ILLINOIS )
COUNTY OF COOK )

SS.

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

Dated: NOVEMBER 5, 2008

Diana Wolford Notary Public

