

PAVEMENT REHABILITATION AGREEMENT

This Pavement Rehabilitation Agreement (the "Agreement") is entered this 4th day of October, 2007, between the Hanover Township Mental Health Board ("HTMHB") and Schroeder Asphalt Services, Inc. ("Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Contractor shall perform the pavement rehabilitation work, including but not limited to, asphalt removal, Portland cement concrete sidewalk, concrete curb and gutter, bituminous patching, bituminous surfacing, striping, disposal of project waste to an approved facility, and ancillary work at the Hanover Township facilities located at 1535 Burgundy Parkway, Streamwood, Illinois, 60107, (the "Project Site") in strict compliance with the Project Manual, Plans and Specifications and Engineering Drawings, prepared by GeWalt Hamilton Associates, Inc. (the "Engineer"), which are incorporated herein by this reference as though fully set forth herein (collectively the "Engineering Plans"), and the terms and conditions of this Agreement (the "Project Work") on or before the below defined Completion Date.

2. **Completion Date.** Contractor shall complete the Project Work in strict compliance with the Engineering Plans and requirements herein on or before November 16, 2007, weather permitting. Time is of the essence of this Contract.

3. **Payment.**

A. The Contract Sum for the Project Work is \$22,840.00 (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, warranties, licenses, insurance, Performance and Payment Bonds, Letters of Credit, fees, expenses, costs, profits and overhead. HTMHB will tender payment to Contractor of the Contract Sum for the Project Work, and Warranty herein provided, after the HTMHB determines that the Project Work has been completed in strict compliance with the Engineering Plans and requirements set forth herein and is free from any defects and following receipt of the Payment Request Documentation required herein.

B. All change orders will be calculated based solely on the unit prices set forth in Contractor's bid proposal dated September 28, 2007, a copy of which is attached hereto as Exhibit A and is incorporated herein ("Contractor's Unit Pricing") and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

4. **Material Inspection and Responsibility.** Materials, 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, the HTMHB's written approval must be obtained prior to installation.

5. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. **Compliance With Law.** All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Villages of Streamwood Ordinances and Codes including, but not limited to applicable Village of Streamwood Building Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Hanover Township and the HTMHB, and their respective officials, officers, employees and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, in the performance of the Project Work, including but not limited to any product liability claims, except to the extent attributable to the negligence of a party indemnified hereunder. This obligation shall survive the expiration and/or termination of this Agreement.

7. **Indemnity.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Hanover Township, HTMHB, and GeWalt Hamilton Associates, Inc., and their respective officials, officers, directors, employees, and volunteers (the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Project Work, Repair Work, and/or Warranty Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent attributable to the negligence of a party indemnified hereunder; in which 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 in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of Hanover Township and HTMHB. All subcontractors shall be approved by Hanover Township and HTMHB.

9. Taxes. HTMHB 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 Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Contractor and 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 the cost of which is included in the Contract Sum set forth in Section 3 above.

10. 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 Engineering Plans are adequate and the required result can be produced under the Engineering Plans and requirements herein. 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, the Engineering Plans, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Throughout the duration of the Project Work, including during the performance of the Repair Work and any Warranty Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

Commercial General Liability:	\$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.
Worker Compensation:	State of Illinois Statutory Coverage
Excess/Umbrella Liability or Employer's Liability:	\$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
Business Auto Liability:	\$1,000,000, each accident, covering liability arising out of "Any Auto" including owned, hired and non-owned autos.

Contractor will cause Hanover Township, HTMHB, GeWalt Hamilton Associates, Inc., and their respective officials, officers, employees, directors, and volunteers, to be named as Additional Insured (collectively, the "Additional Insured") under the CGL coverage, Business Auto Liability coverage, and any commercial umbrella coverage.

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-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).

Contractor shall maintain the above required CGL coverage in amounts not less than as required above for at least three (3) years following substantial completion of the Project Work.

A. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Hanover Township and the HTMHB with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to the 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 30 days' written notice to the Hanover Township and HTMHB prior to the cancellation or material change of any insurance referred to therein. Written notice to the Hanover Township and HTMHB shall be by certified mail, return receipt requested.

Failure of the Hanover Township and/or HTMHB to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Hanover Township and/or HTMHB to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Hanover Township and HTMHB shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Hanover Township and HTMHB.

Failure to maintain the required insurance may result in termination of this Agreement.

Contractor shall provide certified copies of all insurance policies required above within 10 days of written request for said copies by Hanover Township and/or the HTMHB.

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the

Best's rating is less than A VII or a Best's rating is not obtained, the Hanover Township and/or HTMHB have the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Hanover Township and HTMHB. At the option of the Hanover Township and/or HTMHB, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Hanover Township, HTMHB, and/or their respective officers, officials, employees, and volunteers, or required to procure a bond (in addition to the Bond hereinafter described) guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Hanover Township and/or HTMHB, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project, Contractor shall furnish Hanover Township and HTMHB with (i) a performance bond, labor and material payment bond in the amount of 110% of the Contract Sum in the form attached hereto as Exhibit B or in form otherwise acceptable to the Hanover Township and HTMHB (the "Bond"), co-signed by a surety authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (ii) an irrevocable letter of credit in the amount of 110% of the Contract Sum 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 Hanover Township and HTMHB; to guaranty the performance of the Contractor's obligations herein and the payment of all labor and materials furnished for the Project Work. The cost of said Bond or letter of credit, as the case may be, is included in the Contract Sum set forth in paragraph 3.

13. Prevailing Wages. All work on the Project will be subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) providing for the payment of prevailing rate of wages. Accordingly, Contractor and all subcontractors of every tier shall pay not less than prevailing wages to all laborers, workers and mechanic's performing work on or in connection with the Project Work, Repair Work and/or Warranty Work in accordance with the requirements of the Act and shall otherwise comply with the requirements of the Act, including but not limited to furnishing certified payrolls in accordance with the Act. A copy of the current prevailing wages for Cook County is attached hereto as Exhibit C and is incorporated herein.

14. **Warranty.** Contractor shall assign all warranties to the HTMHB and the Hanover Township. Notwithstanding such assignments, Contractor expressly warrants to Hanover Township and HTMHB that the Project Work and all labor, equipment, materials, and/or supplies furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective Project Work, at no cost to the HTMHB and/or Hanover Township for a period of two (2) years commencing upon the completion of the Project Work and acceptance of same by the HTMHB (the "Warranty Work").

15. **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 attorney's fees subject to the limitations set forth in paragraph 20 herein.

16. **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; (c) or 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 (9:00 A.M. to 5:00 P.M. Chicago 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.
 11022 S. Grant Highway
 Marengo, Illinois, 60152-9405
 Attention: Brent Schroeder
 Fax: (815) 923-4389

If to the HTMHB:

Hanover Township Mental Health Board
 250 South Route 59,
 Bartlett, Illinois, 60103
 Attention: Danise Habun
 Fax: (630) 837-0068

If to the Township:

Hanover Township
 250 South Route 59,
 Bartlett, Illinois, 60103
 Attention: Michael Kelly and James Barr
 Fax: (630) 837-7449

Any of the above mentioned entities may change the place of notice to it by sending written notice to the other above mentioned entities.

17. **Repair Work.** Upon completion the Project Work and/or any Warranty Work, Contractor shall repair any damage to the Project Site and/or any other HTMHB and/or Hanover Township property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within fourteen (14) days of the respective completion of the Project Work and/or Warranty Work (the "Repair Completion Date").

18. The (a) Project Manual, (b) Engineering Plans, Specifications and Drawings, (c) Contractor's Certifications, (d) the Performance Bond-Labor and Material Payment Bond, (e) General Conditions and Instructions to Bidders, and (f) all Exhibits and documents referred to herein are hereby expressly incorporated herein and made a part hereof as though fully set forth in the body of this Agreement. In the event of any conflict between the terms and conditions of any of said documents, the most stringent terms and conditions shall control.

19. A. Upon completion of the Project Work and any Repair Work required hereunder, Contractor shall submit the following documentation to the HTMHB and Hanover Township:

B. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work (collectively, "Payment Request Documentation").

C. Notwithstanding the foregoing, in no event shall acceptance of the Project Work and Contractor's Payment Request Documentation and/or any payment to Contractor be deemed a waiver, expressed or implied, of any warranties and/or guaranties required herein.

20. **Limitation on the Liability of HTMHB and Hanover Township.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits against HTMHB and/or Hanover Township and agrees not to make any claim or demand for such damages and/or lost profits against HTMHB and/or Hanover Township.

21. **Hazardous Substances.** Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site and/or any other property owned, leased or controlled by the Hanover Township and/or HTMHB (collectively, "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

(collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored 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 Hanover Township, HTMHB, and their respective employees, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including 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.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "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 (collectively, "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 the Hanover Township and HTMHB. Contractor shall immediately notify the Hanover Township and HTMHB 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.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

22. **Delays in Project Work.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

23. **Relationship of the Parties.** It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the HTMHB and/or Hanover 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 the HTMHB and/or Hanover Township, and therefore is not entitled to any benefits provided to employees of the HTMHB and/or Hanover Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the HTMHB and/or Hanover 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 the Contractor may represent himself to others as an employee of the HTMHB and/or Hanover Township. Should any person indicate to the 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 the HTMHB and/or Hanover 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.

24. **Assumption of Liability.** To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or person's including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

25. **Hanover Township is a Third Party Beneficiary.** The Parties understand that the Project Site is owned by Hanover Township and expressly intend and agree that Hanover Township is a third party beneficiary of this Agreement.

26. **No Waiver of Immunities and/or Privileges by Hanover Township and/or HTMHB.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, HTMHB, and/or their respective officials, officers, employees, volunteers and/or agents.

27. **Miscellaneous.**

A. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties and approved by Hanover Township.

B. This Agreement may be executed in any number of counterparts, and by the HTMHB 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.

C. 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.

D. 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, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. 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.

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

I. 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.

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

HANOVER TOWNSHIP
MENTAL HEALTH BOARD:

By: Mary Alice Bunnet
Chairperson

Attest:
Kathleen M. Allen
Secretary

SCHROEDER ASPHALT
SERVICES, INC.:

By: Karl Schroeder
President

Attest:
Bob Schenk
Title: Vice President

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
 COUNTY OF McHENRY } SS

Gty # _____
 Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by HANOVER TOWNSHIP MENTAL HEALTH BOARD
 to furnish 2007 PAVEMENT REHAB. PROJECT
 for the premises known as HANOVER TOWNSHIP FACILITIES, 1535 BURGUNDY PARKWAY, STREAMWOOD, IL. 60107
 of which HANOVER TOWNSHIP MENTAL HEALTH BOARD is the owner.

The undersigned, for and in consideration of TWENTY TWO THOUSAND EIGHT HUNDRED FORTY AND NO/100
\$22,840.00 Dollars, and other good and valuable considerations, the receipt where of is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
 furnished, and on moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, materials,
 fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-
 described premises, INCLUDING EXTRAS.*

DATE NOVEMBER 29, 2007 COMPANY NAME SCHROEDER ASPHALT SERVICES, INC.
 ADDRESS P.O. BOX 831, HUNTLEY, IL. 60142

SIGNATURE AND TITLE *Jennifer Graves* *Secretary*
 *EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS }
 COUNTY OF McHENRY } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JENNIFER GRAVES BEING DULLY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) SECRETARY OF
 (COMPANY NAME) SCHROEDER ASPHALT SERVICES, INC. WHO IS THE
 CONTRACTOR FURNISHING 2007 PAVEMENT REHAB. PROJECT WORK ON THE BUILDING
 LOCATED AT 1535 BURGUNDY PARKWAY, STREAMWOOD, IL. 60107
 OWNED BY HANOVER TOWNSHIP MENTAL HEALTH BOARD

That the total amount of the contract including extras is \$22,840.00 on which he or she has received payment of
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have
 furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for
 material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor
 and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SCHROEDER ASPHALT SERVICES, INC.	LABOR & EQUIP	\$15,662.80	\$0.00	\$15,662.80	\$0.00
ALLIED ASPHALT	ASPHALT	\$7,177.20	\$0.00	\$7,177.20	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$22,840.00	\$0.00	\$22,840.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
 or other work of any kind done or to be done upon or in connection with said work other than stated above.

This waiver is valid with proof of cancelled check.

DATE: NOVEMBER 29, 2007 SIGNATURE: *Jennifer Graves*
 SUBSCRIBED AND SWORN TO ME BEFORE THIS 29TH DAY OF NOVEMBER 07

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

Kathleen J. Strang
 NOTARY PUBLIC
 KATHLEEN J. STRANG
 MY COMMISSION EXPIRES
 MAY 18, 2010

WAIVER OF LIEN-FINAL
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS,

KANE COUNTY

NOVEMBER 30, 2007

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned is SOLE OWNER/PARTNER/OFFICER of the ALLIED ASPHALT PAVING COMPANY

has been employed by SCHROEDER ASPHALT SERVICES, INC to furnish ASPHALT

for the premises known as 2007 PAVEMENT PROJECT

In the City of _____ The county of _____ In the state of Illinois of

Which HANOVER TOWNSHIP MENTAL HEALTH BOARD is the owner.

The undersigned for the consideration of \$ SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN & 20/100 dollars and other good

and valuable consideration, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to lien, under the Statutes of the State of Illinois, relating to Mechanics liens on said above described building and/or premises, and the improvement thereon, and on the monies, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described building and/or premises.

Given under (his/her/our) hand, this 30th Day of NOVEMBER 2007

Signature/Title: 
(Officer if Corporation/Partner if Partnership)

Address: 1100 BRANDT DRIVE

Phone: (847) 695-9300

NOTE: All waivers must be for full paid amount.

SECTION 00821 - CERTIFICATION OF MONTHLY PAYROLL

1.1 CERTIFICATION OF MONTHLY PAYROLL

A. I, Jennifer Graves, do hereby certify that attached hereto are
(name of contractor or subcontractor's representative)

true and correct payroll records for all laborers, mechanics, and other workers employed by
Schroeder Asphalt Services, Inc. on the project known as
(name of contractor or subcontractor)

HANOVER TOWNSHIP MENTAL HEALTH
(general description of project)

Such records contain a true and accurate statement of each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number hours worked each day, and starting and ending times of each day. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act. I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

B. Certified by:

Dated: 11/2/07

1. [Signature]
(Name of Contractor or Subcontractor's Representative)

2. Secretary
(Title of Representative)

3. Schroeder Asphalt Services, Inc.
(Name of Contractor or Subcontractor)

4. P.O. Box 831

Huntley, IL. 60142
(Address of Contractor or Subcontractor)

C. SUBSCRIBED and SWORN TO before me this 2 day of NOVEMBER, 2007

G. [Signature]
(Notary Public)



CERTIFICATE OF PREVAILING WAGE PAYMENT

Schroeder Asphalt Services, Inc. _____, Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

By: Joseph Has
Contractor's Authorized Representative

SUBSCRIBED and SWORN TO before me
this 2 day of NOV., 2007

Kathleen J. Strang
NOTARY PUBLIC



END OF SECTION

**ILLINOIS DEPARTMENT OF LABOR
Certified Transcript of Payroll**

FINAL REPORT

IDOT Case File Number: _____
Payroll Date: 11/02/07

Contractor and/or Subcontractor _____ Contract Information _____ Public Body Information _____

Contract Person: Jennifer Graves	Contract Number: _____	Contact Person: _____
Company Name: Schroeder Asphalt Services, Inc.	Project Number: _____	Public Body Name: _____
Address: P.O. Box 831	Project: 2007 Pavement Rehab. Project	Address: 250 S. Route 59
City, State, Zip: Huntley, IL. 60142	Project Location: 1535 Burgundy Parkway	City, State, Zip: Bartlett, IL. 60103
Telephone: 815-923-4380	Village of Streamwood	Telephone: _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allowments.

Employee Name, Address SSN & Telephone Number	Labor Class	All PW	Hours Worked Each Day							Total Reg Hours	Total OT Hours	Rate Reg	Rate OT	Per Pay Gross	Period Net	Pension	Hourly Fringe Health/Welf	Benefit Vac.	Training					
			Sun	Mon	Tue	Wed	Thu	Fri	Sat															
Braden, Frank 339-76-9796 6N193 Northlight St. Charles, IL. 60175	Laborer	R																						
Bucio, Adrian 645-38-4727 1538 St. Andrews Court Elgin, IL. 60123	Laborer	OT																						
Bucio, Juan - 645-38-4720 1538 St. Andrews Court Elgin, IL. 60123	Operator	OT																						
Bucio, Miguel - 325-02-3967 1538 St. Andrews Court Elgin, IL. 60123	Laborer	OT						3.0				3.0		33.15		99.45		91.17		16.80		24.15		0.66
Cloe, Christopher - 324-46-2809 20002 Harmony Riley Rd. Marengo, IL. 60152	Teamste	OT																						
Cruz, Genaro 319-78-0595 376 Tee Lane Carpentersville, IL. 60110	Teamste	OT																						
Duran, Baltazar 337-82-8495 4213 W. Street Ridgefield, IL. 60012	Laborer	OT																						
Enriquez, Juan - 303-80-3406 P.O. Box 72 Streamwood, IL. 60107	Laborer	OT						3.0				3.0		35.60		106.80		98.63		16.80		24.15		0.66
Gallegos, Mariano - 600-62-1242 731 E. Hawley St. Mundelein, IL. 60060	Laborer	OT																						
Garcia, Francisco - 641-18-3757 1404 North Ave. Round Lake Beach, IL. 60073	Laborer	OT																						
Garcia, Leonel - 336-82-1279 1404 North Ave. Round Lake Beach, IL. 60073	Operator	OT																						

ILLINOIS DEPARTMENT OF LABOR
Certified Transcript of Payroll
 IDOT Case File Number: _____
 Payroll Date: _____

Contract Information

Public Body Information

Contract Person: Jennifer Graves
 Company Name: Schroeder Asphalt Services, Inc.
 Address: P.O. Box 831
 City, State, Zip: Huntley, IL 60142
 Telephone: 815-923-4380

Contract Number: _____
 Project Number: _____
 Project: 2007 Pavement Rehab. Project
 Project Location: 1535 Burgundy Parkway
 Village of Streamwood

Contract Person: _____
 Public Body Name: Hanover Township Mental Health Bld
 Address: 250 S. Route 59
 City, State, Zip: Bartlett, IL 60103
 Telephone: _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allowments.

Employee Name, Address SSN & Telephone Number	Labor Class	All PW	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours Worked Each Day			Total Reg Hours	Total OT Hours	Rate Reg	Rate OT	Per Pay Period		Pension	Hourly Fringe Benefit		Training			
										Reg	OT	Gross					Net	Health/Welf		Vac.					
Gutierrez, Enrique 169 Ann St. Elgin, IL 60120	Laborer	R																							
Gutierrez, Martin 218 Maureen Dr. Elgin, IL 60123	Laborer	R																							
Harnes, Andrew 2925 Pleasant Plains St. Charles, IL 60175	Laborer	R																							
McGee, Thomas 10614 Kathleen Ave. Huntley, IL 60142	Laborer	R																							
Medrano, Gerardo 213 E. Maxon Lane Streamwood, IL 60107	Laborer	R																							
Miranda, Bernardino 250 Breckenridge Dr. Gilberts, IL 60136	Laborer	R																							
Ochoa, Jose 935 Blackhawk Dr. Elgin, IL 60120	Laborer	R										3.0			33.15		99.45		90.00		16.80		24.15		0.66
Payares, Juan P.O. Box 2131 Palatine, IL 60078	Laborer	R										3.0			33.15		99.45		91.85		16.80		24.15		0.66
Prallen, James J. 309 N. Rosedale Ct. Round Lake, IL 60073	Laborer	R																							
Powers, Chad 115 Hoy Ave. Woodstock, IL 60098	Laborer	R										8.0			33.15		265.20		233.12		44.80		64.40		1.76

ILLINOIS DEPARTMENT OF LABOR
Certified Transcript of Payroll
 IDOT Case File Number: _____
 Payroll Date: _____

Contractor and/or Subcontractor _____ Contract Information _____ Public Body Information _____

Contract Person: Company Name: Address: City, State, Zip: Telephone:	Jennifer Graves Schnoeder Asphalt Services, Inc. P.O. Box 831 Huntley, IL 60142 815-923-4380	Contract Number: Project Number: Project: Project Location:	2007 Pavement Rehab. Project 1535 Burgundy Parkway Village of Streamwood	Contract Person: Public Body Name: Address: City, State, Zip: Telephone:	Hanover Township Mental Health Bld 250 S. Route 59 Bartlett, IL 60103
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Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allowments.

Employee Name, Address SSN & Telephone Number Rios, Cruz P.O. Box 14 Round Lake Beach, IL 60073	Labor Class	All PW OT	Hours Worked Each Day							Total Reg Hours	Total OT Hours	Rate Reg	Rate OT	Per Pay Period Gross	Net	Pension	Health/Welf	Benefit Vac.	Training
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Rivera, Ruben - 359-54-0234 1524 Lin Lor Lane Elgin, IL 60123	Laborer	R							8.0		33.15	265.20	239.25	44.80	64.40				1.76
Roecker, Matthew 332-66-2752 348 Eli G. Jewell Court Sycamore, IL 60178	Operator	R																	
Sanches, Sergio 536-84-7295 326 E. Lake Park Ave. Round Lake Beach, IL 60073	Laborer	OT							3.0		33.15	99.45	91.84	16.80	24.15				0.66
Schnell, David - 360-78-6810 10609 Carl St. Huntley, IL 60142	Teamster	R																	
Sellman, George - 333-42-7251 603 Lincoln St., Apt. F Fox River Grove, IL 60021	Teamster	OT																	
Sitts, Bobby - 410-88-1968 1143 Price Dr. Elgin, IL 60120	Teamster	R																	
Todd, Terry - 337-80-8968 11205 Sunset Ln. Huntley, IL 60142	Operator	OT																	
Vasquez, Jaime - 350-54-8829 118 E. Clarendon Round Lake Beach, IL 60073	Laborer	R																	
Vasquez, Luis 337-80-4497 1364 Pondview Dr. Belvidere, IL 61008	Operator	OT																	
Wicker, Jeromy 328-82-9869 10343 Monarch Rd. Roscoe, IL 61073	Laborer	OT							8.0		33.15	265.20	229.27	44.80	64.40				1.76

AFFIDAVIT

Weekly Statement of Compliance

Date: 11/2/2007

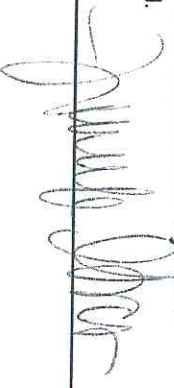
I, Jennifer Graves (name) Secretary (title), do hereby state: that I pay or supervise the payment of the persons employed on the public works project

HANOVER TOWNSHIP MENTAL HEALTH (name of project); that during the payroll period commencing

on the 22ND day of OCT. 2007 (year), and

ending on the 28TH day of OCT. 2007 (year), all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly Schroeder Asphalt Services, Inc. to or on behalf of said _____ (name of contractor or subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/shi performed.

Signature: _____



SUBCONTRACTORS

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

Company Name: _____	Company Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone Number: _____	Telephone Number: _____
Company Name: _____	Company Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone Number: _____	Telephone Number: _____

**Illinois Department
of Transportation**

Statement of Compliance

Date NOVEMBER 2, 2007

I, JENNIFER GRAVES, SECRETARY do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by SCHROEDER ASPHALT SERVICES, INC.
(Contractor or subcontractor)
on the 2007 PAVEMENT REHAB. PROJECT - HANOVER TOWNSHIP MENTAL HEALTH
(Project number)

that during the payroll period commencing on the 22ND day of OCTOBER, 2007 and ending the 28TH
day of OCTOBER, 2007, all persons employed on said project have been paid the full weekly wages earned, that no
rebates have been or will be made either directly or indirectly to or on behalf of said SCHROEDER ASPHALT SERVICES, INC.
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the
Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the bureau of apprenticeship and training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) **WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) **WHERE FRINGE BENEFITS ARE PAID IN CASH**

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) **EXCEPTIONS**

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE JENNIFER GRAVES, SECRETARY	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.