

240 S. Illinois Route 59, Bartlett, Illinois 60103

## Regular Meeting of the Township Board October 2<sup>nd</sup>, 2018 7:00 PM

#### AGENDA

- I. Call to Order Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
  - A. Veterans Honor Roll
    - 1. SGT Larry C. Lundsberg, U.S. Air Force
    - 2. SGT Fung Lee, U.S.M.C.
- V. Reports
  - A. Supervisor's Report
  - B. Clerk's Report
  - C. Assessor's Report
  - D. Trustees' Committee Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
  - A. Regular Meeting Minutes of September 18, 2018
  - B. Resolution to Approve the Award of the Contract for the Walters-Lenoci Reserve Path Project
  - C. Consideration of 2019 Township Board Meeting Dates
  - D. Consideration of 2019 Township Holiday Schedule
- IX. Executive Session
- X. Other Business
- XI. Adjournment

#### **Mission Statement**



### **VETERANS HONOR ROLL**

#### WE ARE PROUD TO HONOR THOSE WHO HAVE SERVED US SO VALIANTLY

NAME: FUNG LEE
ADDRESS: 6 SENECA COURT
CITY/ZIP CODE: STREAM WOOD, IL 60107
PHONE #: 630.213 1578
DATE OF BIRTH: 4-19-1956
BRANCH OF SERVICE: U.S.M.C.
HIGHEST RANK ATTAINED: E-5 - SQL.
YEARS OF SERVICE: FROM 5-6-82-TO 9-12-1989
MEDALS AWARDED OR OTHER CITATIONS:
GOOD CONDUCT, NAM
INJURIES:
Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.
Attach copy of discharge papers, DD-214 or any other significant ecords regarding your time in the military. We will be happy to make opies and return your originals.
A historical file will be made regarding your time serving your country and will be available for future generations.

Supervisor

Thank you,

Brian B. M'Saure



#### **VETERANS HONOR ROLL**

WE ARE PROUD TO HONOR THOSE WHO
HAVE SERVED US SO VALIANTLY

NAME: Larry C. Lunds Gerg
ADDRESS: 1503 Reystone Ct.
CITY/ZIP CODE: ELGIN, 60120
PHONE #: 630 201 2731
DATE OF BIRTH: (032) 44
BRANCH OF SERVICE: LES VIV FORCE
HIGHEST RANK ATTAINED:
YEARS OF SERVICE: FROM 64 TO 69
MEDALS AWARDED OR OTHER CITATIONS:  SM AFM 900-3  INJURIES:
INJURIES:
Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,

Brian B. M'Shuil

Supervisor

#### **Hanover Township**

Board Audit Report From 9/18/18 - 10/2/18

	Subtotal	Alexian Invoices	Total
Total Town Fund	30,235.26	141.00	30,376.26
Total Senior Center	19,841.65	92.00	19,933.65
Total Welfare Services	9,659.02		9,659.02
Total Road Maintenance	4,209.72		4,209.72
Total Mental Health Board	19,672.02	970.67	20,642.69
Total Retirement	-		
Total Vehicle	-		
Total Capital	11,046.35		11,046.35
Total All Funds	94,664.02	1,203.67	95,867.69

The above "Subtotal" column has been for payment this 2nd day of October.	n approved	The above "Total" column for payment this 2nd day	• •
Supervisor	Town Clerk	Supervisor	Town Clerk
Trustee	Trustee	Trustee	Trustee
Trustee	 Trustee	Trustee	Trustee

Туре	Date	Num	Name	Memo	Amount
	· Senior Center - F				
Check	09/28/2018	128197	Metropolitan Township Association	MTA Summer Symposium Registrations	572.80
To	otal 1103300 · Othe	r Income			572.80
	03500 · Senior Pro				
Check	09/28/2018	128191	Nancy Nordtvedt	Shipshewana Refund	530.00
	otal 1103500 · Senio	ŭ			530.00
Total	1103 · Senior Cent	er - Revenue			1,102.80
	· Town Fund - Exp ICAP · Capital Ex				
Check	1014410 · Equipm 09/28/2018		Leaf (618-009)	Inv# 8723721 Kyocera Copier	329.11
Check			Lear (616-009)	IIIV# 0/23/21 Ryocera Copier	329.11
		quipment Purchases	Et vice vice		329.11
Check	09/28/2018	ter Equipment & Sc 128201	Access 1 Source	Inv# 69725 Time and Attendance Software Monthly Fee	257.00
Check Check	09/28/2018 09/28/2018	128233 128233	ProxIT Technology Solutions ProxIT Technology Solutions	Inv# 19522 Network Support - August Overage Inv# 19556 Network Support - October Retainer	1,045.00 2,720.00
	Total 1014430 · Co	omputer Equipment &			4,022.00
To	otal 101CAP · Capit	al Expenditures			4,351.11
10	)1CHN · Communit	y Health			
Check	1014453 · Printing		Braden Interact Business Products (SS)	Inv# 508072 Copy Charges August 2018	49.23
Officer	Total 1014453 · Pr		Braden interact Business Froducts (66)	1117# 300072 Gopy Gharges August 2010	49.23
	1014456 · Commu	· ·			43.23
Check	09/18/2018	128056	Creative Promotional Apparel, Inc.	Inv# 16439 Health Expo Bags (175)	644.93
Check	09/25/2018	128067	Service Sanitation, Inc.	Inv# 7540456 Health Expo Handwash Station	145.00
	Total 1014456 · Co	•			789.93
Check	1014461 · Miscell 09/25/2018	<b>aneous</b> 128064	Patricia Clark	Health Expo Vendor Reimbursement	80.00
	Total 1014461 · M	iscellaneous		·	80.00
	1014492 · Dental.	Vision & Life Insura	nce		
Check Check	09/28/2018 09/28/2018	128219 128239	Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	42.81 18.33
OHEUR		ental, Vision & Life Ins		VISION INSURANCE MOREITY I TOTALINI OCCUDE 2010	61.14
	10tal 1014432 · Di	entai, vision & Life III:	oulailo <del>c</del>		01.14

Туре	Date	Num	Name	Memo	Amount
Tota	ıl 101CHN · Comr	munity Health			980.30
	CVA · Communit 01CMA · Commu 1014614 · Prin 09/25/2018	•	Braden Interact Business (Jay St)	Inv# 508074 Copy Charges	11.42
	Total 1014614	· Printina	, ,	., .	11.42
Check Check Check	1014617 · Equ 09/28/2018 09/28/2018 09/28/2018	ipment & Furniture 128215 128215 128227	Canteen Refreshment Services Canteen Refreshment Services Leaf (618-009)	Inv# 5256 13774 Water Machine Rental Inv# 5256 130177 Water Filter Repalacement Inv# 8723721 Kyocera Copier	29.95 80.00 97.44
		· Equipment & Furnitu			207.39
Check	<b>1014620 · Sate</b> 09/28/2018	ellite Office Programs 128215	Canteen Refreshment Services	Inv# 52560000134824 Coffee/Coffee Supplies	245.65
	Total 1014620	· Satellite Office Progr	rams		245.65
Check Check	<b>1014621 · Sate</b> 09/28/2018 09/28/2018	ellite Office Utilities 128213 128214	City of Elgin Com Ed 010	Acct# 413720-6423 Water Monthly Charges 8/9-9/7 Acct# 6997418010 Monthly Charges 8/8-9/7	132.84 531.60
	Total 1014621	· Satellite Office Utilitie	es		664.44
Check	<b>1014623 · Sate</b> 09/25/2018	ellite Office Phone & 128074	Intrnt Comcast (6276 IWC Internet)	Acct# 8771 20 032 0786276 Monthly Charges	199.85
	Total 1014623	· Satellite Office Phon	e & Intrnt		199.85
Check Check	<b>1014624</b> · <b>Trav</b> 09/28/2018 09/28/2018	rel 128192 128198	Kuttenberg, Thomas W Spirou, Tara-Leuteria P	Mileage Reimbursement - Sept 2018 Mileage Reimbursement	77.70 21.11
	Total 1014624	· Travel			98.81
Check Check	<b>1014625 · Com</b> 09/28/2018 09/28/2018	nmunications 128205 128218	Breese Journal & Publishing Company Easy Permit Postage	Inv# 116181 Hanover Happenings Fall/Winter Acct 8000-9090-0585-2392 Hanover Happenings Postage	6,888.82 5,420.04
	Total 1014625	· Communications			12,308.86
Check Check	<b>1014627 · Com</b> 09/25/2018 09/28/2018	nmunity Affairs 128079 128226	Hoffman Estates Chamber of Commerce Kappa Map Group, LLC	Inv# 83150 Illinois Legislative Update Luncheon (4) Inv# 1057829 Digital File of Township Maps	100.00 495.00
	Total 1014627	· Community Affairs			595.00
Obs.		tal, Vision & Life Ins		Out III 5044504 Daniel O Life Daniel O C Li C CO40	242.55
Check	09/28/2018	128219	Euclid Managers	Cust# 5641581 Dental & Life Premium October 2018	210.55
					Page 2

Туре	Date	Num	Name	Memo	Amount
Check	09/28/2018	128239	Vision Service Plan	Vision Insurance Monthly Premium October 2018	13.24
	Total 1014692	· Dental, Vision & Life	e Insurance		223.79
	Total 101CMA · C	ommunity Relations			14,555.21
Check	101VET · Veterar 1014792 · Den 09/28/2018	n Affairs tal, Vision & Life Ins 128239	surance Vision Service Plan	Vision Insurance Monthly Premium October 2018	8.15
	Total 1014792	· Dental, Vision & Life	e Insurance		8.15
	Total 101VET · Ve	eteran Affairs			8.15
To	otal 101CVA · Com	munity & Veteran Affa	airs		14,563.36
10 Check	11ES · ES - Expend 1014812 · Volunt 09/18/2018		Curtis Marschinke	ES Volunteer Lunch (4)	62.97
	Total 1014812 · V	olunteer Appreciation			62.97
Check	1014813 · Vehicle 09/25/2018	Fuel & Maintenanc 128092	e Village of Hanover Park (Fuel)	Inv# 2018-0017 August 2018 Fuel	702.74
	Total 1014813 · V	ehicle Fuel & Mainten	ance		702.74
Check Check	1014892 · Dental, 09/28/2018 09/28/2018	Vision & Life Insura 128219 128239	ance Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	157.99 13.41
	Total 1014892 · D	ental, Vision & Life In	surance		171.40
To	otal 101ES · ES - E	xpenditures			937.11
Check Check	11ISE · Insurance 8 1014507 · Flex PI 09/28/2018 09/28/2018	& Employee Benefits an & 457 Plan 128208 128238	CUNA Mutual Retirement Solutions TASC (AP)	Bill# 147418260195918 Plan Administration Inv# 1340204 Admin Fees - November	462.50 92.34
	Total 1014507 · F	lex Plan & 457 Plan			554.84
To	otal 101ISE · Insura	nce & Employee Ben	efits		554.84
10 Check	1MAIN · Facilities 1014202 · Office 09/28/2018		Sam's Club (Town 0487 6)	Ink Cartridges	70.77
-	Total 1014202 · O		,,	Č	70.77
Check	<b>1014209 · Buildir</b> 09/25/2018		Climatemp Service Group, LLC	Inv# 4310918 Preventative Maintenance Service	801.00

Туре	Date	Num	Name	Memo	Amount
Check Check Check Check Check	09/25/2018 09/25/2018 09/28/2018 09/28/2018 09/28/2018	128083 128084 128228 128229 128230	Midwest Electrical Service Center Orkin Pest Control 029 (Senior) Orkin Pest Control 029 (Senior) Orkin Pest Control 579 (Astor) Orkin Pest Control 337 (Town)	Inv# 84046 Door Gaskets/Gear Knife Kit Inv# 172985536 Pest Control Inv# 173463407 Pest Control Inv# 173463418 Pest Control Inv# 173463432 Pest Control	360.50 85.68 85.68 59.49 73.63
	Total 1014209 · B	uilding Contracts			1,465.98
Check Check	<b>1014210</b> · <b>Buildin</b> 09/28/2018 09/28/2018	ng Maintenance - Tov 128237 128237	vn The Home Depot F&M The Home Depot F&M	Surge Protector/Exit Sign Battery/Light Bulbs Fence Post Driver/HDMI Cable	150.34 59.08
	Total 1014210 · B	uilding Maintenance -	Town		209.42
Check	09/28/2018	ng Maintenance - Sen 128237	The Home Depot F&M	Paint/Paint Supplies/Carpet Shampoo/Tape	112.74
		uilding Maintenance -			112.74
Check	<b>1014212 · Buildin</b> 09/25/2018	ig Maintenance - Ast 128088	or Wood Dale Electrical Const., Inc.	Inv# 3055 Remote Door Lock Electrical & Materials	985.00
	Total 1014212 · B	uilding Maintenance -	Astor		985.00
Check	<b>1014219 · Vehicle</b> 09/25/2018	<b>Fuel - Town</b> 128092	Village of Hanover Park (Fuel)	Inv# 2018-0017 August 2018 Fuel	516.87
	Total 1014219 · V	ehicle Fuel - Town			516.87
Check	<b>1014220 · Seasor</b> 09/28/2018	nal Projects Assistan 128240	ce Verirfy Firm Systems (XHANOV)	Inv# 1215908 Background Checks August 2018	16.00
	Total 1014220 · So	easonal Projects Assi	stance		16.00
Check Check	<b>1014228 · Buildin</b> 09/25/2018 09/28/2018	ng Maintenance - Izaa 128088 128237	Wood Dale Electrical Const., Inc. The Home Depot F&M	Inv# 3057 Remote Door Lock Electrical & Materials Emergency Exit Light Materials	960.00 128.06
	Total 1014228 · B	uilding Maintenance -	Izaac		1,088.06
Check Check	1014292 · Dental, 09/28/2018 09/28/2018	Vision & Life Insura 128219 128239	<b>nce</b> Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	253.36 28.51
	Total 1014292 · D	ental, Vision & Life Ins	surance		281.87
To	otal 101MAIN · Faci	lities Maintenance			4,746.71
10 Check	1THE · Town Hall 1014402 · Teleph 09/28/2018		AT&T 803	Acct# 630 Z99-0161 803 2 Monthly Charges 8/17-9/16	132.46

Туре	Date	Num	Name	Memo	Amount
Check	09/28/2018	128233	ProxIT Technology Solutions	Inv# 19368 SIP Trunk Phone Support	600.83
	Total 1014402 · T	elephone - Town			733.29
	1014403 · Utilitie				
Check	09/18/2018	128061	Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 8/15-9/13	206.01
	Total 1014403 · U	Itilities - Town			206.01
Check	1014405 · Interne	et Access - Town 128209	Comcast (607)	Acct# 8771100830128607 Monthly Internet Charges 9/23-10/22	259.85
Check	09/28/2018	128210	Comcast (Town 207)	Acct# 8771 10 083 0234207 Monthly Cable Charges(8 Months)	82.96
	Total 1014405 · Ir	nternet Access - Town			342.81
To	otal 101THE · Town	n Hall Expense			1,282.11
10	1TOE · Town Offic				
Check	1014404 · Office 09/28/2018	Supplies 128236	Staples	Inv# 3389728732 Clendars/Lanyards/Post Its	210.73
Check	09/28/2018	128236	Staples	Inv# 3390319493 Mouse Pad/Receipt book/Labels/Creamer	151.58
Check	09/28/2018	128236	Staples	Inv# 3389286266 Calendar/Correction Tape	44.76
Check	09/28/2018	128236	Staples	Inv# 3387438272 Toner (2)	136.99
	Total 1014404 · C	Office Supplies			544.06
Check	1014414 · Member 09/28/2018	erships, Subs & Pub 128216	lication Daily Herald	Acct 681793 Newspaper Service 8/21-10/15	69.00
O.I.SSIN		Memberships, Subs &	•	, 1000 00 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1, 100 1,	69.00
	1014429 · Miscel	•	unication		00.00
Check	09/28/2018	128204	Basic	Inv# 10-179346 ACA Filing Renewal 2018	289.75
	Total 1014429 · M	liscellaneous			289.75
	1014535 · Legal I	Notices			
Check	09/28/2018	128232	Paddock Publications, Inc	Inv# T4508388 Legal Notice - Prevailing Wage	29.90
Check Check	09/28/2018 09/28/2018	128232 128232	Paddock Publications, Inc Paddock Publications, Inc	Inv# T4508389 Legal Notice - Audit Inv# T4509208 Legal Notice - Treasurers Report	26.45 24.15
CHECK			Faudock Fublications, Inc	IIIV# 14509206 Legal Notice - Treasurers Report	
	Total 1014535 · L				80.50
Check	1014592 · Dental 09/28/2018	, Vision & Life Insura 128219	ance Euclid Managers	Cust# 5641581 Dental & Life Premium October 2018	-26.35
Check	09/28/2018	128239	Vision Service Plan	Vision Insurance Monthly Premium October 2018	-6.12
	Total 1014592 · D	ental, Vision & Life In	surance		-32.47
To	otal 101TOE · Towr	n Office Expense			950.84
10	)4ASR · Assessor'	s Division			

Туре	Date	Num	Name	Memo	Amount
Check Check Check	1044405 · Office Su 09/28/2018 09/28/2018 09/28/2018	128220 128220 128236	Fed Ex Fed Ex Staples	Inv# 6-312-05557 Shipping Charges Inv# 6-304-06072 Shipping Charges Inv# 3390319492 Clasp Envelopes/Post Its	36.73 33.68 63.63
	Total 1044405 · Offi	ce Supplies			134.04
Check	<b>1044407 · Printing</b> 09/25/2018	128080	Kwik Print	Inv# 63086 Letterhead	286.90
	Total 1044407 · Prir	nting			286.90
Check	<b>1044426 · Miscella</b> 09/28/2018	<b>neous</b> 128195	Deyne, Margaret L	Seminar Supplies	37.84
	Total 1044426 · Mis	cellaneous			37.84
Check Check	1044492 · Dental, V 09/28/2018 09/28/2018	<b>/ision &amp; Life Insura</b> 128219 128239	<b>nce</b> Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	359.08 18.33
	Total 1044492 · Der	ntal, Vision & Life Ins	surance		377.41
To	otal 104ASR · Assess	or's Division			836.19
10 Check	99YFS · Youth & Fan 109ADM · Administ 1094621 · Recru 09/25/2018		plyment Alexian Bros Corporate Health Services	Inv# 660636 Drug Screen/Physical (2)	141.00
Officer		Recruitment and Pre		inv# 000000 Brug Gorcom nysical (2)	141.00
	1094623 · Trave		, Emplymone		777.00
Check	09/28/2018	128193	Low, Karen	Mileage Reimbursement - August 2018	32.70
	Total 1094623 · ·	Travel			32.70
Check Check Check	1094692 · Denta 09/28/2018 09/28/2018 09/28/2018	II, Vision & Life Ins 128219 128231 128239	urance Euclid Managers NCPERS Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Billing# 57850718 Monthly Premium Vision Insurance Monthly Premium October 2018	256.86 32.00 23.59
	Total 1094692 · I	Dental, Vision & Life	Insurance		312.45
	Total 109ADM · Adr	ministration & Clinica	al		486.15
	109OUT · Outreach 1094644 · Trave				
Check	09/28/2018	128194	Baig, Sumara	Mileage Reimbursement June-August	88.66
	Total 1094644 · ·	Travel			88.66

Туре	Date	Num	Name	Memo	Amount	
Check Check	1094792 · Dent 09/28/2018 09/28/2018	tal, Vision & Life In 128219 128239	surance Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	10.64 15.44	
	Total 1094792	Dental, Vision & Li	fe Insurance		26.08	
	Total 109OUT · Ou	utreach & Prevention	ı		114.74	
To	otal 109YFS · Youth	& Family Services			600.89	
Total	1014 · Town Fund -	Expenditures			29,803.46	
	· Senior Center - E 04ADM · Administ 1104527 · Equipm	ration				
Check	09/25/2018	128081	Leaf (618-007)	Inv# 8707748 Color Copier Lease	250.14	
	Total 1104527 · Ed	quipment			250.14	
Check Check	1104528 · Office \$ 09/25/2018 09/28/2018	Supplies 128069 128200	Accurate Office Supply Co Accurate Office Supply Co	Inv# 454652 Paper/Flashdrive Inv# 455761 Labels/Tape/Cups	46.48 63.15	
	Total 1104528 · Of	fice Supplies			109.63	
Check Check	1104533 · Printing 09/18/2018 09/18/2018	128057 128058	Braden Interact Business Products (SS) Kwik Print	Inv# 508072 Copy Charges August 2018 Inv# 62875 Township Day Food Truck Posters (50)	214.12 100.20	
	Total 1104533 · Pr	inting			314.32	
Check	<b>1104535 · Travel</b> 09/28/2018	128196	Aspy, Timothy W	Mileage Reimbursement	19.84	
	Total 1104535 · Tr	avel			19.84	
Check Check	<b>1104592 · Dental,</b> 09/28/2018 09/28/2018	Vision & Life Insul 128219 128239	rance Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	165.14 13.41	
	Total 1104592 · De	ental, Vision & Life I	nsurance		178.55	
To	otal 1104ADM · Adm	ninistration			872.48	
	04NUT · Nutrition 1105550 · Congre		All Tages Chaffing	In # 40 00004074 Part Time Target Hale	200.40	
Check	09/25/2018	128071	All Team Staffing	Inv# 10-22001871 Part Time Temp Help	369.46	
	Total 1105550 · Congregate Salaries 369.46					
Check	1105551 · Congre 09/25/2018	gate Food 128076	Get Fresh Produce, Inc	Inv# 02981036 Congregate Food	125.27	
					Page 7	

Туре	Date	Num	Name	Memo	Amount
Check	09/25/2018	128076	Get Fresh Produce. Inc	Inv# 02983392 Congregate Food	85.67
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984120 Congregate Food	120.65
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984242 Congregate Food	88.65
Check	09/25/2018	128076	Get Fresh Produce, Inc	Credit Inv# 00386684	-16.57
Check	09/25/2018	128077	Gordon Food Service	Inv# 188759522 Congregate Food	685.95
Check	09/25/2018	128078	Highland Baking Company	Inv# 1811109 Congregate Food	32.39
Check	09/25/2018	128078	Highland Baking Company	Inv# 1812716 Congregate Food	29.80
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985642 Congregate Food	80.68
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985308 Congregate Food	29.20
Check	09/25/2018	128091	Highland Baking Company	Inv# 1814938 Congregate Food	18.64
Check	09/28/2018	128221	Gordon Food Service	Inv# 188931454 Congregate Food	435.81
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2988140 Congregate Food	80.80
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2990256 Congregate Food	46.68
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2989694 Congregate Food	86.60
Check	09/28/2018	128223	Highland Baking Company	Inv# 1818412 Congregate Food	26.12
Check	09/28/2018	128223	Highland Baking Company	Inv# 1819510 Congregate Food	17.82
Check	09/28/2018	128223	Highland Baking Company	Inv# 1819511 Congregate Food	62.44
	Total 1105551 · C	Congregate Food			2,036.60
	1105553 · Congre	egate Supplies			
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02981036 Congregate Supplies	11.20
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984242 Congregate Supplies	11.20
Check	09/25/2018	128077	Gordon Food Service	Inv# 188759522 Congregate Supplies	173.69
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985642 Congregate Supplies	11.20
Check	09/28/2018	128221	Gordon Food Service	Inv# 188931454 Congregate Supplies	100.11
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2988140 Congregate Supplies	11.20
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2990526 Congregate Supplies	14.30
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2989694 Congregate Supplies	11.20
	Total 1105553 · C	Congregate Supplies	S		344.10
	1105555 · Recrui	tment			
Check	09/25/2018	128070	Alexian Bros Corporate Health Services	Inv# 660636 Drug Screen/Physical	92.00
	Total 1105555 · R	Recruitment			92.00
	1105558 · Home	Delivered Meals F	ood		
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02981036 HDM Food	125.27
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02983392 HDM Food	85.67
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984120 HDM Food	120.65
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984242 HDM Food	88.65
Check	09/25/2018	128076	Get Fresh Produce, Inc	Credit Inv# 00387517	-16.58
Check	09/25/2018	128077	Gordon Food Service	Inv# 188759522 HDM Food	685.95
Check	09/25/2018	128078	Highland Baking Company	Inv# 1811109 HDM Food	32.38
Check	09/25/2018	128078	Highland Baking Company	Inv# 1812716 HDM Food	29.80
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985642 HDM Food	80.67
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985308 HDM Food	29.20
Check	09/25/2018	128091	Highland Baking Company	Inv# 1814938 HDM Food	18.64
Check	09/28/2018	128221	Gordon Food Service	Inv# 188931454 HDM Food	435.81
					Dogg 0

Type	Date	Num	Name	Memo	Amount
Check	09/28/2018	128222	Get Fresh Produce. Inc	Inv# 2988140 HDM Food	80.80
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2990526 HDM Food	46.67
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2989694 HDM Food	86.60
Check	09/28/2018	128223	Highland Baking Company	Inv# 1818412 HDM Food	26.12
Check	09/28/2018	128223	Highland Baking Company	Inv# 1819510 HDM Food	17.81
Check	09/28/2018	128223	Highland Baking Company	Inv# 1819511 HDM Food	62.44
	Total 1105558 · H	lome Delivered Meals	Food		2,036.55
	1105560 · Home	Delivered Meals Sup	pplies		
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02981036 HDM Supplies	11.20
Check	09/25/2018	128076	Get Fresh Produce, Inc	Inv# 02984242 HDM Supplies	11.20
Check	09/25/2018	128077	Gordon Food Service	Inv# 188759522 HDM Supplies	173.69
Check	09/25/2018	128090	Get Fresh Produce, Inc	Inv# 02985642 HDM Supplies	11.20
Check	09/28/2018	128221	Gordon Food Service	Inv# 188931454 HDM Supplies	100.10
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2988140 HDM Supplies	11.20
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2990526 HDM Supplies	14.30
Check	09/28/2018	128222	Get Fresh Produce, Inc	Inv# 2989694 HDM Supplies	11.20
	Total 1105560 · H	lome Delivered Meals	Supplies		344.09
		, Vision & Life Insur			
Check	09/28/2018	128219	Euclid Managers	Cust# 5641581 Dental & Life Premium October 2018	40.11
Check	09/28/2018	128239	Vision Service Plan	Vision Insurance Monthly Premium October 2018	5.09
	Total 1105792 · D	ental, Vision & Life In	nsurance		45.20
To	otal 1104NUT · Nut	rition			5,268.00
11	04PRO · Program				
01 1		end Programming	D. I. I. D	- 1 1/00540 O : B - 1 1/2 T - B 1/2 1/4 O - 1 A 1/2 1	450.00
Check	09/25/2018	128063	Ralph Burin	Inv# 92518 Senior Presentation - Ten Buildings that Changed Architecture	150.00
	Total 1104514 · V	Veekend Programmin	g		150.00
	1104515 · Progra				
Check	09/25/2018	128065	Kevin Frantz	Inv# 92318 Senior Trip - Haunted Bus Tour (55)	1,100.00
Check	09/25/2018	128066	Bob Kalal	Senior Presentation - Music Performance	175.00
Check	09/25/2018	128069	Accurate Office Supply Co	Inv# 454652 Coffee and Supplies	275.89
Check	09/25/2018	128089	Adelphia, Sarah E	Programming Refreshments	57.75
Check	09/28/2018	128221	Gordon Food Service	Inv# 188931454 Program Supplies	22.23
	Total 1104515 · P	Programming			1,630.87
Check	1104520 · Volunt 09/25/2018	teer Services 128068	Joanne Watson	Home Delivered Meals Mileage Reimbursement 8/27-9/18	33.79
SHOOK			55210 174.6611	2 sirrorda madia imidaga rambalaaman a/27 a/10	33.79
	1104531 · Comp	uter instruction			

Туре	Date	Num	Name	Memo	Amount
Check	09/28/2018	128200	Accurate Office Supply Co	Inv# 455761 Headset	26.56
	Total 1104531 · C	Computer Instruction			26.56
Check Check Check Check	1104532 · Visual 09/25/2018 09/25/2018 09/28/2018 09/28/2018 Total 1104532 · V	128082 128087 128203 128225	Midwest Ceramic Art Supply Jenny Vogt Blick Art Materials Susan Kazenas	Inv# 08272018 Ceramic Supplies (245) Inv# 92418 Watercolor Class Instruction 09/13/18 Inv# 225148 Art Supplies Polymer Clay Class Supplies	1,453.65 140.00 52.66 51.99 1,698.30
	1104534 · Dues,5	Subs, & Publications			,
Check	09/28/2018	128224	ITASCSC	Annual Member Dues	100.00
	Total 1104534 · D	oues,Subs, & Publication	ons		100.00
To	otal 1104PRO · Pro	ograms			3,639.52
Check Check Check	04TRN · Transpor 1104518 · Vehicle 09/25/2018 09/25/2018 09/25/2018 Total 1104518 · V		Complete Fleet Services Inc. Complete Fleet Services Inc. Complete Fleet Services Inc.	Inv# 17225 Bus#141 Tablet Mount/LampWiring/Oil Change Inv# 17233 Bus#137 Seat Belt Repair/Tires (3) & Installation/iPad Mount/ Inv# 17258 Bus#120 Condenser/A/C Repair/Freon	769.52 1,619.70 3,024.59 5,413.81
Check	<b>1104552 · Fuel</b> 09/25/2018	128092	Village of Hanover Park (Fuel)	Inv# 2018-0017 August 2018 Fuel	3,689.67
	Total 1104552 · F	uel			3,689.67
Check Check	09/28/2018 09/28/2018	, <b>Vision &amp; Life Insura</b> 128219 128239	Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	472.99 47.18
	Total 1104692 · D	ental, Vision & Life Ins	surance		520.17
To	otal 1104TRN · Tra	nsportation			9,623.65
Total	1104 · Senior Cen	ter - Expenditures			19,403.65
	• Welfare Service:  124ADM • Adminis  2024202 • Office  09/25/2018  09/25/2018  09/25/2018  Total 2024202 • C  2024204 • Equipr	tration Supplies 128096 128096 128096 0ffice Supplies	Staples Staples Staples	Inv# 3389286268 Black Ink Inv# 3389728733 Color Inks (93) Credit Inv# 3389286264	139.99 407.97 -85.09 462.87

Туре	Date	Num	Name	Memo	Amount
Check Check	09/25/2018 09/28/2018	128093 128227	Comcast (898 WS) Leaf (618-009)	Acct 877110 085 0097898 Monthly Cable & Internet Charges 9/25-10/24 Inv# 8723721 Kyocera Copier	169.26 106.23
	Total 2024204 · E	Equipment			275.49
	2024205 · Travel	& Training			
Check	09/18/2018	128053	Patricia Johnson	CEDA Training - Mileage	14.07
Check	09/25/2018	128094	Terrie Kuenker	CEDA Training Mileage	5.92
Check Check	09/25/2018 09/28/2018	128095 128190	Lori Orozco Carstensen, Margaret M	CEDA Training Mileage Mileage Reimbursement Sept 2018	7.71 67.04
Gricon	Total 2024205 · T		Garotonicon, margaret m	Inneago i Comparesment espit 2010	94.74
		· ·			01.77
Check	2024592 · Dental 09/28/2018	l, <b>Vision &amp; Life Insura</b> 128219	ance Euclid Managers	Cust# 5641581 Dental & Life Premium October 2018	109.29
Check	09/28/2018	128239	Vision Service Plan	Vision Insurance Monthly Premium October 2018	109.29
		Dental, Vision & Life Ins	surance	,	119.47
_		•	Suranos		
To	otal 2024ADM · Ad	ministration			952.57
20	024HOM · Home R 2024102 · Rent	telief			
Check	10/01/2018	4943	Country Mutual Insurance Company	Home Insurance Assistance	34.63
Check	10/01/2018	4944	Southwicke on Sutton Condo Assn.	October 2018 Rent	155.36
Check Check	10/01/2018 10/01/2018	4946 4947	Northwest Compass State Farm - Schaumburg	October 2018 Rent Home Insurance Assistance	213.00 52.08
Check	10/01/2018	494 <i>7</i> 4948	Cook County Treasurer (Carol Stream)	Property Tax Assistance	52.06 547.03
Check	10/01/2018	4949	Bayview Loan Servicing, LLC	October 2018 Rent	180.41
Check	10/01/2018	4950	Oak Ridge Townes	October 2018 Rent	239.59
Check	10/01/2018	4955	Jason Ludwig	October 2018 Rent	700.00
Check	10/01/2018	4956	Cynthia Wheelock	October 2018 Rent	500.00
Check Check	10/01/2018 10/01/2018	4957 4959	James Susman Angie Hoeltzer	October 2018 Rent October 2018 Rent	650.00 450.00
Check	10/01/2018	4962	Michelle Breen	October 2018 Rent	460.00
Check	10/01/2018	4964	Bartlett Green 5	October 2018 Rent	155.17
Check	10/01/2018	4968	Cook County Treasurer (Carol Stream)	Property Tax Assistance	200.00
Check	10/01/2018	4969	State Farm - Bartlett	Home Insurance Assistance	24.00
	Total 2024102 · F	Rent			4,561.27
	2024103 · Utilitie	s			
Check	10/01/2018	4941	Com Ed	Utility Assistance	396.27
Check	10/01/2018	4942	Com Ed	Utility Assistance	98.28
Check Check	10/01/2018 10/01/2018	4945 4951	Village of Streamwood City of Elgin	Utility Assistance Utility Assistance	26.13 60.00
Check	10/01/2018	4951 4952	City of Eigin Com Ed	Utility Assistance Utility Assistance	100.00
Check	10/01/2018	4953	NICOR	Utility Assistance Utility Assistance	20.00
Check	10/01/2018	4954	Com Ed	Utility Assistance	90.00
Check	10/01/2018	4960	ABT Water Treatment	Utility Assistance	90.68

Туре	Date	Num	Name	Memo	Amount
Check Check Check Check Check Check	10/01/2018 10/01/2018 10/01/2018 10/01/2018 10/01/2018 10/01/2018	4961 4963 4965 4966 4967 4972	Com Ed NICOR NICOR Com Ed Village of Bartlett NICOR	Utility Assistance	170.51 41.77 20.91 115.16 44.90 395.16
	Total 2024103 · U	tilities			1,669.77
Check	<b>2024105 · Person</b> 10/01/2018	nal Essentials 4971	Walmart	Personal Essentials (9)	1,051.35
	Total 2024105 · P	ersonal Essentials			1,051.35
Check Check Check Check Check Check	2024106 · Travel 10/01/2018 10/01/2018 10/01/2018 10/01/2018 10/01/2018 10/01/2018	Expenses	Country Mutual Insurance Company State Farm - Schaumburg State Farm - Schaumburg Allstate Fire & Casualty Insurance State Farm - Bartlett BP Gas Station	Auto Insurance Assistance Fuel Assistance Cards (6)	57.53 41.70 59.19 50.00 63.51 275.00
	Total 2024106 · T	ravel Expenses			546.93
То	otal 2024HOM · Ho	me Relief			7,829.32
Check Check Check	2PAN · Pantry 2024161 · Utilities 09/18/2018 09/18/2018 09/28/2018	\$ 128059 128060 128207	Nicor 75 Nicor 65 Com Ed 016 (Astor)	Acct# 75-08-57-1000 4 Monthly Charges 8/14-9/13 Acct# 65-08-57-1000 5 Monthly Charges 8/14-9/13 Acct# 8584152016 Monthly Charges 8/2-8/31	47.58 50.16 491.15
	Total 2024161 · U	tilities			588.89
Check Check	2024192 · Dental, 09/28/2018 09/28/2018	, <b>Vision &amp; Life Insura</b> 128219 128239	ance Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	274.83 13.41
	Total 2024192 · D	ental, Vision & Life In	surance		288.24
То	otal 202PAN · Pantı	ry			877.13
Total	2024 · Welfare Sei	rvices - Expenditures			9,659.02
	· Road Maintenan 34ADM · Adminis 3034704 · Teleph 09/28/2018		Sprint (HWY)	Acct#162978503 Monthly Charges 8/17-9/16	90.43
	Total 3034704 · T	elephone			90.43

Туре	Date	Num	Name	Memo	Amount
Check Check	<b>3034711 · Utilities</b> 09/18/2018 09/28/2018	128062 128206	Nicor 44 Com Ed 000 & 048 (R&B)	Acct# 44-51-77-1000 8 Monthly Charges 8/15-9/13 Acct# 0657043000 Monthly Charges 8/7-9/6	90.11 24.37
	Total 3034711 · Util	ities			114.48
		/ision & Life Insura			
Check Check	09/28/2018 09/28/2018	128219 128239	Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	85.62 10.18
	Total 3034792 · Dei	ntal, Vision & Life Ins	surance		95.80
To	otal 3034ADM · Admi	nistration			300.71
30	34ROD · Road Mair				
Check	<b>3034603 · Gasoline</b> 09/25/2018	9 128092	Village of Hanover Park (Fuel)	Inv# 2018-0017 August 2018 Fuel	854.01
	Total 3034603 · Ga	soline			854.01
	3034616 · Salt				
Check	09/25/2018	128085	Parker Concrete Placement	Inv# 8991 Road Salt	3,055.00
	Total 3034616 · Sal	t			3,055.00
To	otal 3034ROD · Road	Maintenance			3,909.01
Total	3034 · Road Mainter	nance - Expenditures			4,209.72
	· Mental Health - Ex 54ADM · Administra				
Chook	5054012 · Office So 09/28/2018	u <b>pplies</b> 128236	Stanlag	Inv# 3389286266 Binders	14 50
Check Check	09/28/2018	128236	Staples Staples	Inv# 3387438272 Tide Tickets	14.58 25.38
	Total 5054012 · Off	ice Supplies			39.96
<b>.</b>	5054538 · Miscella				22.27
Check	09/28/2018	128184	Vana, Kristin N	Human Services Coordinating Council Meeting Supplies	23.27
	Total 5054538 · Mis				23.27
Check	5054544 · Consulta 09/28/2018	a <b>nts</b> 128183	NIU Center for Governmental Studies	Inv# CGS002762 Governmental Studies Survey/Focus Group	8,250.00
	Total 5054544 · Cor	nsultants			8,250.00
	5054592 · Dental, \	/ision & Life Insura			
Check Check	09/28/2018 09/28/2018	128219 128239	Euclid Managers Vision Service Plan	Cust# 5641581 Dental & Life Premium October 2018 Vision Insurance Monthly Premium October 2018	42.81 5.09

Туре	Date	Num	Name	Memo	Amount
	Total 5054592 · D	ental, Vision & Life I	nsurance		47.90
To	Total 5054ADM · Administration				8,361.13
50		nity Resource Cent	er		
Check Check	5054210 · Utilities 09/18/2018 09/28/2018	128054 128189	Nicor (MHB 84) Com Ed 019 (MHB)	Acct# 84-67-77-1000 Monthly Charges 8/13 - 9/11 Acct# 6992134019 Monthly Charges 8/6-9/5	85.84 439.00
	Total 5054210 · U	tilities			524.84
Check Check	<b>5054250 · Buildir</b> 09/28/2018 09/28/2018	ng Maintenance 128185 128186	Fox Valley Fire & Safety Orkin Pest Control (MHB)	Inv# 00204361 Annual Fire Extinguisher Service Inv# 173463633 Pest Control September	80.00 57.78
	Total 5054250 · B	uilding Maintenance			137.78
		/ Support Services			
Check	09/28/2018	128184	Vana, Kristin N	Resource Center Supplies	7.99
	Total 5054286 · A	gency Support Servi	ces		7.99
To	otal 5054COM · Coi	mmunity Resource C	Center		670.61
50 Check	054SVC · Service 0 5054128 · RENZ 0 09/28/2018		Renz Addiction Counseling Center	Outpatient Services - August 2018	10,640.28
	Total 5054128 · R	ENZ Outpatient	-	•	10,640.28
Check	<b>5054165 · Alexiar</b> 09/28/2018	Bros - Outpatient 128188	Psych Alexian Brothers Center for Mental Health	Outpatient Psychiatric Services - August 2018	970.67
	Total 5054165 · A	lexian Bros - Outpati	ent Psych		970.67
To	otal 5054SVC · Ser	vice Contracts			11,610.95
Total	5054 · Mental Hea	th - Expenditures			20,642.69
	· Capital Projects )84414 · Reserve li				
Check	09/28/2018	128202	The Alphabet Shop, Inc	Inv# 53206 Lenoci Reserve Sign	1,841.00
To	otal 8084414 · Rese	erve Improvements			1,841.00
Check Check Check Check Check	084425 · Building 8 09/25/2018 09/28/2018 09/28/2018 09/28/2018	2 Perm Improvement 128086 128211 128212 128217	PPG Architectural Finishes Carpet Service International Carpet Service International Doyle Signs, Inc	Inv# 945003022570 Downey Hall Paint Downey Hall Carpet Removal and Replacement - 50% Deposit Downey Hall Carpet Removal and Replacement - Balance Due Inv# 187901 Township Marquee Radio/Controller Replacement	154.35 3,458.50 3,458.50 2,134.00

Туре	Date	Num	Name	Memo	Amount
Total 8084425 · Building & Perm Improvements					9,205.35
Total 808	Total 8084 · Capital Projects - Expenditures				11,046.35
TOTAL				95,867.69	



Minutes of a Meeting of the Hanover Township Board 240 S. State Route 59, Bartlett 60103 Tuesday, September 18, 2018\*\*DRAFT\*\*

I. Call to Order/Roll Call: Supervisor McGuire called the meeting to order at 7:00 p.m. Clerk Dolan Baumer called the roll; present were Trustees Benoit, Essick, Moinuddin, and Martinez, and Supervisor McGuire.

Other Elected Officials - None.

Others present included Youth & Family Director John Parquette, Welfare Services Case Manager Peggy Carstensen, Community Health Director Kristen Smith, Senior Services Director Tracey Colagrossi, Facilities and Road Maintenance Operations Manager Rick Nelson, Mental Health Board Manager Kristin Vana, Assistant Administrator Suzanne Powers, Attorney Mike Airdo, Streamwood High School Civics class students, Streamwood Village Trustee Mike Baumer, and Mr. and Mrs. Frank Aumann of Streamwood.

- II. Supervisor McGuire invited everyone to stand and join in the Pledge of Allegiance.
- III. Town Hall: Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board. There was no response and Mr. McGuire closed the Town Hall.
- IV. Presentation: Veterans Honor Roll: Mr. McGuire asked that the Board join him in congratulating SP5 Francis Aumann of Streamwood, who served from 1966 to 1969 in the U.S. Army, on his induction to the Veterans Honor Roll; his name will be affixed to the plaque in Veterans Hall, he will be invited to the VHR Dinners, and his name will be recorded in the Clerks office.

#### V. Reports

- A. Supervisor McGuire reported that he had an interview with Mayor Kaptain of Elgin for public access television. Also, that he, Trustees Moinuddin and Martinez attended the Mexican Independence Day parade at St. Ansgar's. Director Burke is absent this evening because he is with the Committee of the Whole of the Village of Bartlett as they discuss the future use of Emergency Services in that community in the event he can support the discussion. Attorney Airdo reported on a fatal accident in Barrington that our Emergency Services were asked to participate on. During their watch, a speeding car that would not follow directions to slow down and move away from the accident area was stopped and the police subsequently found the passenger, and possibly the driver, intoxicated. They were issued a citation and the corporal was asked to testify. The driver pled guilty to disobeying a peace officer, paid the fine and our volunteer did not have to testify. Thanks to Emergency Services for a fine job well done.
- B. Clerk Dolan Baumer reported that she held voter registration at Streamwood High School registering 16 new voters, including the Civics teacher who recently moved into the Township.
- C. Assessor Smogolski was not present.
- D. Trustee Liaison Committee Reports None.
- E. Department Reports: Reports were offered for review and highlights included a report from Manager Nelson noting that the department is still waiting on a start date for the Rolling Knolls repaying project. Director Smith reported that a new

nurse has been hired and that influenza shots are back-ordered. Director Parquette noted that the New Leaders in Education would be held on October 16 at 5:30 p.m. at the Senior Center. Manager Carstensen reported that October 1 people may start registering for the Christmas holiday give away at Welfare Services; she also noted that the Foundation is asking for more golfers for the October Golf Fundraiser. Director Colagrossi reminded the Board of the September 27 Food Truck Township Day. Manager Vana noted that applications for grants have been received from 29 agencies; hearings would be held in October and November.

VI. Bill Paying: Ms Powers presented the bills from August 21, 2018 to September 17, 2018 as follows for payment to Alexian Brothers:

a.	Town	\$93.00
b.	Senior Center	<u>15.60</u>
	Total Due Alexian Bros.	<u>108.60</u>

Trustee Essick moved and Trustee Martinez seconded the motion to approve payment of bills as presented for the period August 21, 2018 to September 17, 2018 to Alexian Brothers. Roll call: Ayes: Trustees Essick, Moinuddin, and Martinez, and Supervisor McGuire. Abstain: Trustee Benoit. Nays: None. Motion carried and the bills will be paid

Ms Powers presented the balance of bills from August 21, 2018 to September 17, 2018 as follows:

a.	Town	\$92,918.94
b.	Senior Center	73,406.00
c.	Welfare Services	21,478.09
d.	Road Maintenance	20,862.56
e	Mental Health Board	63,035.22
f.	Retirement	0
g.	Vehicle	146,670.00
h.	Capital	23,653.87
	Total All Funds	<u>\$442,024.68</u>

Trustee Moinuddin moved and Trustee Benoit seconded the motion to approve payment of bills as presented for the period August 21, 2018 to September 17, 2018. Roll call: Ayes: Trustees Benoit, Essick, Moinuddin, and Martinez, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

#### VII. Unfinished Business:

#### VIII. New Business

- A. Meeting Minutes of August 21, 2018: Clerk Dolan Baumer presented the meeting minutes of August 21, 2018 for review and approval. A motion was made by Trustee Essick to approve the meeting minutes of August 21, 2018 as presented, with a second by Trustee Martinez. Roll call: Ayes: Trustees Martinez and Essick, and Supervisor McGuire. Abstain: Trustees Benoit and Moinuddin. Nays: None. Motion carried.
- B. Executive Session Minutes of August 21, 2018: Clerk Dolan Baumer presented the executive session minutes of August 21, 2018 for review and approval. A motion was made by Trustee Martinez to approve the Executive Session minutes of August 21, 2018 as presented, with a second by Trustee Essick. Roll call: Ayes: Trustees Martinez

- and Essick, and Supervisor McGuire. Abstain: Trustees Benoit and Moinuddin. Nays: None. Motion carried.
- C. Resolution to Authorize the Execution of an Intergovernmental Agreement (IGA) with DuPage Public Safety Communications: Key to this new agreement is that DuComm would now handle the dispatching for our Emergency Services. Trustee Essick moved to approve resolution #091818 authorizing the execution of an IGA with DuPage Public Safety Communications. The motion was seconded by Trustee Essick and followed by a roll call vote. Ayes: Trustees Benoit, Essick, Martinez, and Moinuddin, and Supervisor McGuire. Nays: None. Motion carried.
- D. Resolution to Authorize the Execution of a Mutual Aid Agreement with the Village of Barrington Hills: Trustee Martinez moved to approve resolution #0918181 authorizing the execution of a Mutual Aid Agreement with the Village of Barrington Hills. The motion was seconded by Trustee Essick and followed by a roll call vote: Ayes: Trustees Benoit, Essick, Martinez, and Moinuddin, and Supervisor McGuire. Nays: None. Motion carried.
- IX. Executive Session: No motion to go into Executive Session was made.
- X. Other Business: Mr. McGuire alerted the Board of a parcel of land in the Sherwood Oaks subdivision that the subdivision residents no longer care to have in their possession. He will meet with principals on Saturday to discuss options.
- XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:20 p.m. was made by Trustee Martinez and seconded by Trustee Benoit followed by a roll call vote. Ayes: Trustees Benoit, Essick, Moinuddin, and Martinez, and Supervisor McGuire. Motion carried and the meeting was adjourned.

Respectfully submitted,

Katy Dolan Baumer

Clerk

Copy: Supervisor, Administrator, Attorney, (4) Trustees, and Assessor Senior Services, Welfare Services, Y&F Services, Community & Veterans Affairs

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# A RESOLUTION TO APPROVE THE AWARD OF THE CONTRACT FOR THE WALTERS-LENOCI RESERVE PATH 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 Walters-Lenoci Reserve Path 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:

A Lamp Concrete Contractors, Inc. (the "Contractor") for the Walters-Lenoci Reserve Path Project the sum of \$49,298.00.

SECTION TWO: That Walters-Lenoci Reserve Path Project Agreement, between Hanover Township and the Contractor for performance of the Project Work 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: REPEAL OF PRIOR RESOLUTIONS. 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

OLOTION OIX.		201112 27(12)	The Resolution	Orian	
force and effect upon its passage and approval.					
ROLL CALL VOTE	;				
AYES:					
NAYS:					
ABSENT:					
PASSED:	October 2, 2018				
APPROVED:	October 2, 2018				
ATTEST:		Brian P. McGu	ire, Supervisor		
Katy Dolan Baume	r, Clerk				

#### CERTIFICATION

I, the un	dersigned, 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 October 2, 2018, and approved on October 2, 2018,
as the same ap	pears from the official records of the Hanover Township.
	Katv Dolan Baumer. Clerk

## **EXHIBIT 1**

#### FINAL SUBMITTAL 8/31/2018

ITEM NO.	SUMMARY OF QUANTITIES				
HEWING.	DESCRIPTION	UNIT	TOTAL		1
20200100	EARTH EXCAVATION	CU YD	285.0	46-	13
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	165.0	40-	100
25000210	SEEDING, CLASS 2A	ACRE	0,1	16,000	
25000310	SEEDING, CLASS 4 (MODIFIED)*	ACRE	0.1	(8,00	
25000322	SEEDING, CLASS 5A	ACRE	0.1	20,000	
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	400.0	3-	1,
35100110	AGGREGATE BASE COURSE, TYPE A	CU YD	176.0	36-	6
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6920.0	110	4
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	90.0	130-	11
60250200	CATCH BASINS TO BE ADJUSTED	EACH	1.0	350-	3
A2006516	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	1.0		
A2000116	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2" CALIPER, BALLED AND BURLAPPED	EACH	2.0	100-	11
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	13.0	70-	9

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.

TOTAL

49,29

September 21, 2018

OFFICIAL SEAL
KELLY L BIELLO
NOTARY PUBLIC, STATE OF ILLINOIS
DU PAGE COUNTY
MY COMMISSION EXPIRES 11/16/2020

(Rev. November 2017) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; de	not leave this line blank	mormation.				
	A Lamp Concrete Contractors, Inc.						
Print or type. See Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above						
	3 Check appropriate box for federal tax classification of the person whose nan following seven boxes.  Individual/sole proprietor or C Corporation Single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	Limited liability company. Enter the tax classification (C=C corporation, S:	-S corporation B_Barta avaisa		Exempt payee code (if any)			
	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax pure is disregarded from the owner should check the appropriate box for the tax pure should check the appropriate box for the tax pure should check the appropriate box for the tax pure should check the appropriate box for the tax pure should check the appropriate box for the tax pure should check the appropriate box for the tax classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification.	Exemption from FATCA reporting code (if any)					
eci	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)				
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	nd address (optional)					
See	1900 Wright Boulevard						
	6 City, state, and ZIP code						
	Schaumburg, IL 60193						
	7 List account number(s) here (optional)						
Par							
resider entities TIN, la Note:	If the account is in more than one name, see the instructions for line 1	ber (SSN). However, for a Part I, later. For other umber, see <i>How to get a</i>	or	dentification number			
Numbe	er 10 Give the Requester for guidelines on whose number to enter.	ruso see what warns and	36 -	3929173			
Part			-				
	penalties of perjury, I certify that:						
Serv no k	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac rice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	cup withholding or /h) I he	us not been no	Although be a fiber between time			
3. I am	a U.S. citizen or other U.S. person (defined below); and						
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting is	correct.				
Certific you hav acquisi	cation instructions. You must cross out item 2 above if you have been not re failed to report all interest and dividends on your tax return. For real esta tion or abandonment of secured property, cancellation of debt, contributio lan interest and dividends, you are not required to sign the certification, bu	ified by the IRS that you are transactions, item 2 doe	e currently subje s not apply. For	mortgage interest paid,			
Sign Here	Signature of U.S. person > Addle Lampignano		9-21				
	eral Instructions	Form 1099-DIV (divider funds)	nds, including ti	hose from stocks or mutual			
Section noted.	references are to the Internal Revenue Code unless otherwise	TOTAL TANKS	us types of inc	ome, prizes, awards, or gross			

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

Client#: 178127

#### 28ALAMPCONCR

#### ACORD.

1 1 1

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/05/2018

\$10,000,000

\$1,000,000

\$1,000,000

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/ice) must be

7.53	ODUCER			C	ONTACT Tara Wa				
J Smith Lanier Chattanooga Marsh & McLennan Agency, LLC				L.	PHONE (A/C, No, Ext): 615-898-1919 (A/C, No)			866-597-2133	
		44 TO THE WORLD'S SANGED WHEN THE PROPERTY OF THE SANGED PROPERTY OF		Ā	MAIL DDRESS: twarock	@jsmithlar	nier.com		
605 Chestnut St Suite 500 Chattanooga, TN 37450				INSURER(S) AFFORDING COVERAGE					
				ISURER A : Zurich	16535				
A Lamp Concrete Contractors Inc			10	SURER B : Americ	an Guaran	tee and Liabilit	26247		
		1900 Wright Blvd	tors inc	11	SURER C : Zurich	American I	ns. Co. of IL	27855	
		Schaumburg, IL 60193-45	07	11	ISURER D :				
		Schaumburg, IL 60193-45	100	IN	SURER E :				
_				IN .	SURER F:				
_	VERA	GES CER TO CERTIFY THAT THE POLICIES		NUMBER:	3		REVISION NUMBER:		
SFR	-	TYPE OF INSURANCE	ADDL SUBR INSR WVD	The second secon	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	) LIMITS		
1	-	OMMERCIAL GENERAL LIABILITY	INSR WVD			The same of the sa			
ā		CLAIMS-MADE X OCCUR		GL0023200902	02/05/2018	02/05/2015		\$1,000,000	
	X F	X BI/PD Ded:5,000  ENL AGGREGATE LIMIT APPLIES PER:					PREMISES (Ea occurrence)	\$1,000,000	
-	1						MED EXP (Any one person)	s10,000	
	GENT				1		PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
	1 12	OLICY X JECT LOC					PRODUCTS - COMP/OP AGG		
		THE PARTY OF THE P	1 1 1					\$2,000,000	
	0	THER:		DADOGGGGGG	00/00/00/0		COMBINED SINGLE LIMIT	\$	
	AUTON	MOBILE LIABILITY		BAP023200702	02/05/2018	02/05/2019		\$2,000,000 \$ \$2,000,000	
	AUTON X AI	MOBILE LIABILITY  NY AUTO LL OWNED SCHEDULED		BAP023200702	02/05/2018	02/05/2019	BODILY INJURY (Per person)	\$ §2,000,000 \$	
	AUTON X AI	NY AUTO LL OWNED SCHEDULED AUTOS AUTOS NON-OWNED		BAP023200702	02/05/2018	02/05/2019	BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$ \$2,000,000	
•	AUTOM X AI AI AI X H	NY AUTOS  NY AUTOS  SCHEDULED AUTOS  AUTOS  X AUTOS		BAP023200702	02/05/2018	02/05/2019	BODILY INJURY (Per person)	\$ §2,000,000 \$	
	AUTOM X AI AI AI X HI X Dri	NY AUTO LL OWNED SCHEDULED AUTOS AUTOS NON-OWNED		BAP023200702			BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$2,000,000 \$ \$	

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

WC023201002

CERTIFICATE HOLDER	CANCELLATION		
A Lamp Concrete Contractors, Inc. 1900 Wright Blvd.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Schaumburg, IL 60193	AUTHORIZED REPRESENTATIVE		
	A lot		

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AGGREGATE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT \$1,000,000

02/05/2018 02/05/2019 X PER STATUTE

**EXCESS LIAB** 

(Mandatory in NH)

AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

C

DED X RETENTION \$0 WORKERS COMPENSATION

If yes, describe under DESCRIPTION OF OPERATIONS below

CLAIMS-MADE

N N/A

Phone: (847) 891-6000 Fax: (847) 891-6100

Commercial . Residential . Municipal

Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Vito Lampignano	Vice President	48	Heavy Highway	Gen Concrete Supt.
John Traversa	General Superintendent	21	Heavy Highway	General Superintendent
Bob Matthias	Superintendent	26	Heavy Highway	Project Superintendent
Leonel Vazquez	Superintendent	18	Heavy Highway	Project Superintendent
Vito Latrofa	Superintendent	35	Heavy Highway	Project Superintendent
Dino Marzulli	Superintendent	26	Heavy Highway	Project Superintendent
Shawn Simon	Foreman	20	Heavy Highway	Asphalt Foreman
Raul Hernandez	Foreman	23	Heavy Highway	Concrete Foreman
Jorge Saucedo	Foreman	28	Heavy Highway	Concrete Foreman
John Intile	Foreman	38	Heavy Highway	Underground Foreman
Enrique Vazquez	Foreman	19	Heavy Highway	Underground Foreman
Ed Arciszewski	Foreman	27	Heavy Highway	Crew Foreman
Gasper Gonzalez	Foreman	28	Heavy Highway	Crew Foreman
Alex Saucedo	Foreman	23	Heavy Highway	Crew Foreman
Rodolfo Fuentes	Foreman	18	Heavy Highway	Gradall Foreman
Mike Panzereno	Foreman	19	Heavy Highway	Gradall Foreman
Rocco Lagioia	Foreman	22	Heavy Highway	Gradall Foreman
Jeet Sadhwani	QC Supervisor	17	Heavy Highway	Civil Engineer
Rajendra Patel	QC Technician	12	Heavy Highway	Civil Engineer
Tracy Lampignano	Manager	16	Heavy Highway	Office Manager
Jeff Moyer	General Manager/Chief Estimator	17	Heavy Highway	Project Manager
Frank Aiello	Project Manager	18	Heavy Highway	Civil Engineer / Proj Mngr
Anthony Iacullo	Project Manager	15	Heavy Highway	Project Manager
Kelly Biello	Project Coordinator	10	Heavy Highway	Project Coordinator
Bob Bialek	Estimator	44	Heavy Highway	Project Estimator

1900 Wright Boulevard

. . .

Schaumburg, Illinois 60193



#### RE: A. Lamp Concrete Contractors, Inc. Bonding Limits

To Whom It May Concern:

Please be advised that The Hanover Insurance Company of Worcester, MA has had the continuing privilege of providing bonding support to A. Lamp Concrete Contractors, Inc. of Schaumburg, IL. The Hanover Insurance Company has a Best Insurance Guide rating of A XV. We currently have a bonding line established with single limitations of \$30,000,000 and aggregate limitation of \$75,000,000. By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.

Should A. Lamp Concrete Contractors, Inc. be low bidder on any project, The Hanover Insurance Company will provide the necessary performance and payment bonds upon favorable review of the contract documents and current underwriting documents.

We hold A. Lamp Concrete Contractors, Inc. in the highest regard and look forward to providing any further assistance that may be necessary. Please feel free to contact us with any questions or comments at (800) 264-1634.

Sincerely,

Thomas O. Chambers

Attorney-in-Fact

The Hanover Insurance Company





# Certificate of Eligibility

A. Lamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60193

Contractor No 3315

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 \$88,234,000.00 THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$14,700,000 \$12,625,000 \$17,450,000 \$15,950,000 \$21,400,000 \$3,050,000 \$5,850,000 \$4,475,000 AGGREGATE BASES & SURF. (A) COLD MILL, PLAN. & ROTOMILL CONCRETE CONSTRUCTION LANDSCAPING EARTHWORK HMA PAVING PCC PAVING DRAINAGE

INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2019 2 5/3/2018 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM ISSUED AT SPRINGFIELD, ILLINOIS ON 5/3/2018.

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



Engineer of Construction

## AIA Document A310™ – 2010

#### Bid Bond

CONTRACTOR:

(Name, legal status and address) A. Lamp Concrete Contractors, Inc.

1900 Wright Blvd Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

**Hanover Township** 250 South Rt 59 Bartlett, IL 60103

BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\*

PROJECT:

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

SURETY:

(Name, legal status and principal place of business)

> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653

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.

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

day of September A. Lamp Concrete

> axa (Principal)

Contractors, Inc.

The Hanover Insurance Company

(Surety)

(Seal)

(Title)

(Title) Thomas O. Chambers, Attorney-in-Fact

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## THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company, Adopted April 14, 1982 – Massachusetts Bay Insurance Company, Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2017.

The Hanover Insurance Company Massachusetts Bay Insulance Company Citizens Insurance Company of America

John C. Roche, EVP and President

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The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

1 Kawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
Scanscington or Husback-Outertre
My Commission Expires
Moval 4, 2022

Diane J. Maytho, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of September 2018

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN	)	
COUNTY OF Racine	)	
		<u>, 2018</u> ,
before me, a notary public, v	vithin and for said County a	and State, personally appeared
Thomas O. Chambers	to me personally	known, who being duly sworn,
		for the
The Hanover Insurance Com	oany	, a corporation
		organized and existing under and
by virtue of the laws of the S	tate of New Hampshire	; that the corporate seal
affixed to the foregoing with	nin instrument is the seal o	f the said Company; that the seal
was affixed and the said inst	rument was executed by au	uthority of its Board of Directors;
and the said Thomas O. Char	mbers did	acknowledge that he/she
executed the said instrument	as the free act and deed of s	said Company.

Jackie Sheldon

Notary Public, Racine County, Wisconsin My Commission Expires 4/13/2019



## **EXHIBIT 2**

#### HANOVER TOWNSHIP WALTERS-LENOCI RESERVE PATH PROJECT AGREEMENT

IN CONSIDERATION of the mutual covenants and conditions contained herein and
ther good and valuable consideration, the receipt and sufficiency of which are hereby
cknowledged, Hanover Township, an Illinois Township located in Cook County, Illinois
hereinafter, the "Township" or "Owner") and A Lamp Concrete Contractors, Inc., an Illinois
orporation (hereinafter, "A Lamp" or "Contractor") (collectively, the "Parties"), enter into this
Hanover Township Walters-Lenoci Reserve Path Project Agreement (hereinafter, the
Agreement") this day of, 2018, and hereby agree as follows:

- 1. **Project Work.** Contractor shall perform services and work (hereinafter, the "Project Work") necessary for the construction of a paved walking path on the Hanover Township Walter-Lenoci Reserve located at 735 Stowell Avenue, Streamwood, Illinois 60107 (hereinafter, the "Project Site"), as set forth in: (a) this Agreement; (b) Township's Request for Proposals, 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 October 9, 2018, 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 16, 2018 (hereinafter, the "Completion Date").
- Contract Sum. Contractor shall furnish all supervision, labor, materials, and 3. 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 required under the Contract Documents. 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 a General Contractor's Sworn Statement in the form customarily used by Chicago Title & Trust Company and final lien waivers from: (a) Contractor, (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work, all of which shall be sworn to and notarized, and such additional documentation and/or information requested by Engineer and/or Owner relative to said payment (hereinafter, collectively, the "Final Payment Request Documentation"); and (ii) assign to Township all manufacturers' warranties as required by Paragraph 14 of this Agreement.

- D. 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.
- E. 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, 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, 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. 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.
- Compliance with Law. All goods, equipment, materials, and all labor furnished 7. 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 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, 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.

#### 8. Assurances.

A. Contractor and any and all Subcontractor(s) to this Agreement represent and warrant 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 and any and all Subcontractor(s) 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 subawards 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, and any subsequent contract entered into in accordance with the requirements set forth in this Agreement. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

- **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, agents, and invitees (hereinafter, collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including, but not limited to legal defense costs, attorneys' fees, court costs, settlement judgments, prejudgment interest, and post-judgment interest, whether by direct suit or third parties, which may in any way be related to or arise directly or indirectly from the Project Work, Repair Work, and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents, and/or any person and/or entity acting on behalf of any of them (hereinafter, the "Contractor's Agents"), except to the extent caused by the negligence of the Indemnified Parties. 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, 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. Contractor shall similarly protect, indemnify, and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to attorneys' fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. This obligation shall survive the expiration and/or termination of this Agreement.
- **9. Binding Obligation and Non-Assignability.** This Agreement shall be binding upon and inure to the benefit of Township and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease the successful Bid or this Agreement without the express written consent of Township, which Township may withhold in its sole and absolute discretion. Any such assignment by Contractor without Township's written consent shall be null and void.
- 10. 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.

**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, WARRANTIES OF Contractor. ALL **IMPLIED** OUALITY, MERCHANTABILITY, AND HABITABILITY **HEREBY** EXCLUDED ARE 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.

#### 12. Insurance.

- A. <u>Insurance Requirements</u>. 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. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000, or it shall apply separately to this project/location. 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). Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

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") shall be included as an insured under the CGL coverage, Business Auto Liability coverage, and any

Commercial Umbrella Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance 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. 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.

- shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 per each occurrence for at least three years following substantial completion of the Project Work and acceptance of the Project Work by Township. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Any continuing commercial umbrella coverage shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- iii. Business Auto Liability Insurance. Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired, and non-owned autos. Business 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. Workers Compensation and Employees Liability Insurance. Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$500,000 per each accident for bodily injury by accident or \$500,000 per each employee for bodily injury by disease.

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 in the Contract, Contractor waives all rights against each Additional Insured, for recovery of damages arising out of or incident to the Project Work.

v. Excess Umbrella Liability Insurance Coverage. Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. 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.

- 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. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Township's written request for said copies.
- C. <u>Acceptability of Insurers</u>. 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.
- D. <u>Cross-Liability Coverage</u>. 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.
- E. <u>Deductibles and Self-Insured Retentions</u>. 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.
- F. <u>Hanover Township Shall Not Waive Any Rights of Subrogation</u>. 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.
- G. <u>Failure to Comply with Insurance Reporting Provisions</u>. 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.

- H. <u>All Insurance Obtained Shall Apply Separately to Each Insured</u>. 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.
- I. <u>Insurance Requirements Cannot be Waived</u>. Under no circumstances shall Township and/or any of the Additional Insured be deemed to have waived any of the insurance requirements of this Agreement 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 by this Agreement 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.

- J. <u>Liability of Contractor is not Limited by Purchase of Insurance</u>. Nothing herein contained in the insurance requirements of this Agreement is to be construed as limiting the liability of Contractor and/or their 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 either the Subcontractor's and/or Contractor's insurance.
- K. <u>Notice of Personal Injury or Property Damage</u>. 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.
- L. <u>Subcontractors</u>. 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.

- **Bonds and/or Letter of Credit.** Prior to commencement of the Project Work, 13. 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 coobligees, 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 a successful Bid and this Agreement or may result in Default, in accordance with Paragraph 17 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.
- 14. 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.

15. 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").

Illinois Prevailing Wage Act. All laborers and mechanics employed by 16. 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 subsubcontractors 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.

- 17. **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 Paragraphs 19 and 21 below.
- 18. 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:

A Lamp Concrete Contractors, Inc., 1900 Wright Boulevard

Schaumbu	rg, IL 60193	
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.

- 19. Limitation on Township's Liability. Contractor 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.
- **20**. **Hazardous Substances.** 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 cleanup, 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.

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.

- 21. Delays in Project Work. 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.
- **22. 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 \$5,000 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 \$5,000 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.

23. 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.

- **24. 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.
- 25. Assumption of Liability. To the fullest extent permitted by law, Contractor, its employees, agents, and/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 Work, Repair Work, and/or Warranty Work by Contractor, its employees, agents, and/or anyone acting on behalf of any of them. Contractor is aware of the risks associated with the Project Work, and Contractor voluntarily assumes those risks in consideration of the Project Work herein. 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.

- **26. 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, including, but not limited to, the Village of Streamwood. The cost of such bonds, permits, and approvals is included in the Contract Sum.
- 27. 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, County of Cook, and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.
- 28. 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.
- **29. 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.
- **30. 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.
- 31. 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.

- **32. 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.
- **33.** Certifications and Affidavits. Contractor shall furnish any affidavit or Certificate in connection with the work covered by this Agreement as required by law.

#### 34. Miscellaneous.

- A. 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.
- B. 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.
- C. 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.
- 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, 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.

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negotiating, a	I. and final		signatures greement.	shall	be	sufficient	for	purposes	of	executing,
HANOVER	TOWN	SHIP								
By: Brian	P. McG	buire, Towns	hip Supervi	sor			_			
Attest:Katy	Dolan B	aumer, Tow	nship Clerk				_			
A LAMP CO	ONCRE	TE CONTI	RACTORS	, INC.						
Ву:							_			
Attest:							_			

# **EXHIBIT A**

#### PROPOSAL FOR:

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



HANOVER TOWNSHIP 250 SOUTH ILLINOIS ROUTE 59 BARTLETT, IL 60103

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

## **CONTENTS**

TAB	COVER SHEET
	INDEX
1	PROPOSAL
2	SPECIAL PROVISIONS
3	PREVAILING WAGES

## CONTRACT BID SCHEDULE

TO:	STEVE SPEJCHER DIRECTOR DEPARTMENT OF FACILITIES AND ROAD MAINTENANCE 250 SOUTH IL ROUTE 59 BARTLETT, ILLINOIS 60103
FROM:	
INSTRUCTIC	NS TO BIDDERS
See Page2	

#### **NOTICE TO BIDDERS**

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

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

Sealed bids shall be submitted to the Township, and shall only be accepted by the Township, on forms furnished by the Township, and will be accepted by Katy Dolan Baumer, Hanover Township Clerk, located at the Township Town Hall, Downey Hall, 250 South IL Route 59, Bartlett, Illinois 60103. All Bids shall be submitted before 9:00 A.M. on Friday, September 21, 2018, at which time said Bids will be publicly opened and read aloud. Each Bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Bank Draft, in an amount equal to ten percent (10%) of the Bid amount made payable to Hanover Township. All Bidders shall be pre-qualified with Illinois Department of Transportation ("IDOT") to perform road construction. All Bidders shall include their IDOT "Certificate of Eligibility" with their Bid Proposal and Minimum Qualification Documentation as described in the Special Provisions of the Bid Documents.

The Davis Bacon Act and the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project Work. Minority-owned and women-owned business are encouraged to submit bids for the Project.

The successful Bidder for the Project, upon being given a written "Notice to Proceed" (Contract Award), shall be required to submit the following: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to the Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the accepted Bid Sum, guarantying successful Bidder's obligations under the Bid Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Bidder's obligations under the Bid Documents and the payment of all labor and materials furnished for the Project, including but not limited to, compliance with the Davis Bacon Act and the Illinois Prevailing Wage Act. The successful Bidder shall also be required to furnish an IDOT Permit Bond as provided in the Bid Documents. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal.

It is anticipated that Hanover Township will award the Contract to the successful Bidder on or about Tuesday, October 2, 2018. The Project work must be performed in strict compliance with the Bid Documents and subsequent Contract and shall begin on or about October 9, 2018, and be completed no later than November 16, 2018.

The Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of the Township, the best interests of the Township will be promoted thereby.

Advertised on Friday, August 31, 2018.

#### INSTRUCTIONS AND PROJECT SPECIFICATIONS TO BIDDERS

#### ATTACHED DOCUMENTS

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

#### **GENERAL CONDITIONS**

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

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

One (1) originally signed Bid Form must be submitted in an envelope marked "WALTERS-LENOCI RESERVE PATH," to be received by 9:00 A.M. on Friday, September 21, 2018, made to the attention of Katy Dolan Baumer, Township Clerk, 250 South IL Route 59, Bartlett, IL 60103. Bids must be sealed, marked, and addressed as directed. Failure to comply may result in premature opening of, or a failure to open, such Bid.

The submitted Bids must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person signing the Bid.

- 2. The Bidder shall submit, and Hanover Township ("Township") shall only accept, Bidder's proposal on the forms furnished by the Township. Failure to submit the following items, as a minimum, shall disqualify Bidder's Bid:
  - Proposal;
  - Any and all Addendum, correctly followed and included in the submitted Bid;
  - · Bid Bond;
  - Certification Letter for obtaining the Performance and Payment Bonds:
  - Illinois Department of Transportation's Certificate of Eligibility (Pre-Qualification);
  - Certificate of Liability Insurance, which shall meet or exceed the requirements of Article107.27 of the Illinois
    Department of Transportation's Standard Specifications for Road and Bridge Construction and any
    modification thereof; and
  - Additional required items, typewritten and on Bidder's letterhead:
    - o Construction Schedule, separating tasks and durations of tasks;
    - 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).

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

3. Any explanation desired by a Bidder regarding the meaning or interpretation of any section, portion, term, etc., of these Instructions and Project Specifications shall be requested in writing and with sufficient time allowed for a reply to reach each Bidder before the Bid due date.

Any interpretation made by Engineer, 2IM Group, LLC, will be in the form of an Addendum to these Instructions and Project Specifications and will be furnished to all prospective Bidders electronically. Addendum receipt by the Bidder shall be acknowledged in the space provide on the Bid Form or by letter received before the Bid due date. Oral explanations or instructions given before the award of the successful Bid shall not be binding.

The terms of the subsequent Contract, in regards and relations to any interpretation, supersedes any prior commitment or Contracts the successful Bidder has or will have with the Township with respect to the scope of work.

- 4. Bidders with questions or who wish to visit the site may do so through appointment only by contracting the Project Manager, Jorge Rueda, Telephone 312-441-9554 x 2202. All questions shall be submitted by 5:00 pm on Monday, September 17, 2018.
- 5. The Bid shall be executed properly and the Bidder shall indicate in figures, a unit price for each of the separate items called for in the Bid. Before submitting a Bid, the Bidder shall carefully examine all documents pertaining to the Project and visit the site to verify conditions under which work will be performed. Failure to do so will not relieve the successful Bidder from the responsibility of properly estimating the difficulty or cost of successfully performing the work.

Submission of a Bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with the Project site, facilities, and difficulties, the requirements of these Instructions and Project Specifications, and of pertinent State or Local Codes, the current Labor and Material Markets, and has made due allowance in his/her Bid for all contingencies. Include in Bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance, and contingencies, with overhead and profit necessary to complete the Project, or to complete portions of the work covered by these Instructions and Project Specifications on which Bid is made, including all trades, without further costs to the Township, and to obtain all permits, perform the specified testing, arrange for all inspections, and pay all associated fees and costs incurred.

No plea of ignorance of conditions that exists or of conditions or difficulties that may be encountered in the execution of the Project as a result of the failure to make necessary investigations will be accepted as an excuse for any failure or omission on the part of the Bidder to fulfill in every detail all of the requirements of these Instructions and Project Specifications, nor will be accepted as a basis for any claims whatsoever, for extra compensation.

The Bid shall show the product of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products.

6. Each Bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Bank Draft, in an amount equal to ten percent (10%) of the Bid amount made payable to Hanover Township. All Bidders shall be prequalified with Illinois Department of Transportation ("IDOT") to perform road construction. All Bidders shall include their IDOT "Certificate of Eligibility" with their Bid Proposal and Minimum Qualification Documentation as described in the Special Provisions of the Bid Documents. Failure to furnish a Bid Bond or other guarantee in the proper form and amount by the Bid due date, may be cause for rejection of the Bid, in the absolute discretion of the Township.

The successful Bidder for the Project, upon being given a written "Notice to Proceed" (Contract Award), shall be required to submit the following: (a) A Labor & Material Payment Bond and Performance Bond or IDOT Contract Bond, each in the amount of one hundred ten percent (110%) of the accepted Bid Sum, naming Hanover Township, the State of Illinois, and IDOT, as primary co-obligees, in a form deemed acceptable to the Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois; or (b) an Irrevocable Letter of Credit in the amount of one hundred ten percent (110%) of the accepted Bid Sum, guarantying successful Bidder's obligations under the Bid and/or Contract Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset ratio of not less than six percent (6%) in a form deemed acceptable to the Township, to guaranty the performance of successful Bidder's obligations under the Bid and/or Contract Documents and the payment of all labor and materials furnished for the Project, including but not limited to, compliance with the Illinois Prevailing Wage Act. The successful Bidder shall also be required to furnish an IDOT Permit Bond as provided in the Bid and/or Contract Documents. The cost of said Bonds and/or Letter of Credit shall be included in the total bid amount set forth in the Bid Proposal. The Township, as well as the Engineer, 2IM GROUP, LLC, shall be named additionally insured on all Insurance Certificates, in accordance with the INSURANCE section below.

Failure to comply with the conditions set forth in the Bid Documents or subsequent Contract may result in the termination of a successful Bid 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.

All writing on all Bid Forms shall be in ink or typewritten, except the signature of the Bidder, which shall be written in ink.

- 7. The Township reserves the right to accept any proposal in its entirety or part thereof or reject any and all proposals in its entirety or part thereof and to waive minor irregularities and nonconformities in any proposal, if in the judgment of the Township, the best interests of the Township will be promoted thereby. Further, the Township reserves the right to postpone the date of presentation and opening of Bids and will give written notice of any such postponement to each interested party who previously submitted a Bid.
- 8. Award of a successful Bid will be made to the lowest responsible Bidder, as determined by the Township, whose Bid conforms to these Instructions and Project Specification and the provisions of the General Terms and Conditions, provided the Bid price is reasonable and it is in the best interest of the Township to accept it.

The Township may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project, and the Bidder shall furnish all such information and data for this purpose as the Township may request. The Township reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Bid Documents and subsequent Contracts and to complete the work contemplated therein.

If a Contract cannot be awarded promptly, the Township shall permit the three (3) lowest Bidders to substitute for the Bank Cashier's Check (or other form of Bid Bond) which the Bidder may have submitted with his/her Bids as Bid Guarantee, a Bid Bond executed by a corporate surety company satisfactory to the Township. Such substitutions shall not be made until a period of fourteen (14) days has elapsed after the date of opening Bids.

The Township may reject any or all Bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents. The Township reserves the right to waive or not waive any irregularities, informalities, or variances in a Bid, or to accept any bid considerate by the Township to be in the best interest of the Township.

- 9. Scope of work includes all proposed improvements shown on the set of plans titled: "WALTERS-LENOCI RESERVE PATH," by Engineer, 2IM GROUP, LLC, dated on or before August 31, 2018. This scope of work includes for the successful Bidder to build all the proposed improvements according to the set of plans, special provisions, and all addendum items mentioned in this packet, and in accordance and as required pursuant to the Construction Stakeout.
- 10. Bidder, having examined Paragraph #9 above and having thoroughly examined the Project site and the pertinent areas adjacent thereto, acknowledge the Project site and pertinent areas adjacent thereto to be accurate and complete insofar as pertinent details are concerned in the Township's set of plans, the undersigned agrees to furnish all labor, supervision, materials, tools, equipment, incidentals and services, and whatever else shall be required for the construction of the enumerated items listed in these Instructions and Project Specifications, the ATTACHED DOCUMENTS, and shall include the cost of these items in the unit prices bid for these units of work.
- 11. The undersigned Bidder, in submitting this Bid, represents and warrants that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same Project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 12. The undersigned Bidder in submitting this Bid, represents and warrants that he/she understands that where quantities are listed, those quantities are approximate only, subject to increase or decrease. Further, the undersigned Bidder warrants and represents that in such cases, he/she will accept, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the contract unit prices shown on the CONTRACT BID SCHEDULE contained herein.
- 13. The successful Bidder shall get written authorization from the Engineer, 2IM GROUP, LLC, to bid for installation of extra material than what is shown in the CONTRACT BID SCHEDULE under the column entitled "QUANTITY."
- 14. The undersigned Bidder, in submitting this Bid, represents and warrants that if the Township increases, decreases, or alters the improvement, including the elimination of any or all items by an amount not to exceed twenty-five percent (25%) of the total value of the successful Bid price, Bidder shall perform the work as increased, decreased, or altered at the submitted Bid unit price. The undersigned Bidder further represents and warrants that the Township may at any time during the progress of the Project covered by this Bid, order other work or materials incidental thereto and all such work and materials as do not presently appear in the Bid or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Bid, shall be performed as extra work and he/she will accept as full compensation therefore that actual cost plus fifteen percent (15%). The actual cost shall be determined by the Engineer, 2IM GROUP, LLC.
- 15. The undersigned Bidder, in submitting this Bid, represents and warrants, if Bidder's Bid is accepted, to execute a contract for all work related to the Project and present it to the Township within **FIFTEEN (15) calendar days** after the date of notice of the award of the contract to him/her. The successful Bidder, at the time of executing and presenting the successful Bid contract to the Township, shall also include a list of subcontractors, if applicable, a revised schedule, and any additional information that the Engineer, 2IM GROUP, LLC, or Township may require.
- 16. The undersigned Bidder, in submitting this Bid, represents and warrants, that he/she will commence work on or

about **October 9, 2018**, and shall diligently prosecute the work in such a manner and with such materials, equipment, and labor, and shall insure the Project completion within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the contract. Time is of the essence.

#### 17. The completion date shall be no later than November 16, 2018.

- 18. The undersigned Bidder submits herewith his/her CONTRACT BID SCHEDULE covering the work to be performed under the successful Bid and subsequent Contract; he/she understands that he/she must show in the unit prices for which he/she proposes to perform each item of work; and, that if not so done, his/her Bid may be rejected. All references by the STANDARD SPECIFICATIONS to BASIS OF PAYMENT are hereby deleted. Compensation to the successful Bidder shall be made on the basis of the UNIT PRICES and the PAY ITEMS indicated in the CONTRACT BID SCHEDULE and such compensation shall be considered payment in full for all work. All items of work for which there are no pay items shall be considered incidental to the contract, unless otherwise stated the Standard Specifications to Road and Bridge Construction and the Supplemental Specifications and Recurring Special Provisions, latest edition by the Illinois Department of Transportation, shall be adhered to.
- 19. Bids may be withdrawn by written request received by Township from Bidder, prior to the Bid due date. No Bidder shall be permitted to withdraw his/her Bid for a period of thirty (30) calendar days after the date of opening thereof.
- 20. Bidder will abide by all applicable Local, State, and Federal Statutes, Rules, and Regulations governing the Project. Payment by the Township shall be in accordance with governing Local, State, and Federal Statutes, Rules, and Regulations binding the Township in such projects.

#### **DEFINITIONS**

Additional to the latest edition of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction and any revisions.

- A. (Project) Completion All work items, all punch list items, and all paperwork completed to the satisfaction of the Engineer and Hanover Township.
- B. Substantial Completion All work items completed to open the project safely to the public without permanent closures, including final pavement markings and landscaping.
- C. Permanent Closures Any closures and/or work zone traffic control that are more than daytime only, i.e. roadway and drainage improvements related to grading, lane drop-offs, open cuts for pavement and/or drainage, sidewalks, and driveways.
- D. Paperwork Certified payrolls, waivers of lien, change order requests, signed change orders, monthly invoices and final invoice matching any and all change orders, and any other information requested in the bidding documents or by the Engineer.

#### **SPECIFICATIONS**

The successful Bidder shall meet the requirements of the most current issue of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," all addenda thereto, and any included special provisions.

#### CLEAN AIR ACT OF 1970 AND THE FEDERAL WATER POLLUTION CONTROL ACT PROVISIONS

Contracts and sub-grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1057 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

#### **CONTROL OF MATERIALS**

All materials used in the Bid and/or Contract Documents shall meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto.

If any material is rejected for failure to meet the requirements of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction" and all addenda thereto, and a retest is requested, the successful Bidder shall pay the cost of the demurrage, if any, resulting from delay caused by such retest.

#### **BOND**

The successful Bidder, within **fifteen (15) calendar days** from the date the successful Bid is awarded, shall deposit with the Township Supervisor a Bond for the full amount of the successful Bid price. This Bond shall be a Surety Bond, acceptable to the Township Supervisor and shall be conditioned upon the faithful performance of the Bidder's Contract. The Bond shall conform with the requirements in the Introduction and Project Specification to Bidders. This will be incidental to the successful Bid and subsequent Contract.

#### PROPOSAL AGREEMENTS

In accordance with the advertisement, conditions, and specifications attached hereto and which are a part hereof, the undersigned Bidder proposes to furnish all supervision, labor, materials, and equipment and to perform all work named and described in the Bid, for the sum of the products obtained by multiplying each of the estimated quantities tabulated in the Schedule of Prices, by the respective unit prices submitted. It is understood and agreed that the Township reserves the right to cancel the entire Contract or any part thereof, if conditions, over which the Township has no control, which would force the halting or cancelling of the successful Bid, subsequent Contract, or Project by the Township.

#### PAYMENT

Every thirty (30) calendar days the successful Bidder shall submit a pay estimate to the Engineer, 2IM Group, LLC and the Township for the materials in place and completed, for the amount of work performed, and the value thereof at the contract unit prices. The successful Bidder will create an invoice within fifteen (15) calendar days and will be forwarded to the Township for payment.

The successful Bidder agrees to replace any or all Bid items which have been paid for under the Contract and which have been rejected for failure to meet the specifications at his/her own cost.

#### PREVAILING WAGE

All wages paid by the successful Bidder and Subcontractor(s) shall be in compliance with "An Act regulating wages of Laborers, mechanics and other workmen employed in any public works by the State, County, City, public body, political Subdivision or by anyone under contract for public works" and which do not violate a Federal Law, order, or ruling, and the rate conforming to the Federal law, order, or ruling, including the Davis Beacon Act, shall govern.

#### **ASSURANCES**

The Bidder and any and all Subcontractor(s) to this Bid represent and warrant that, by submitting a Bid and by the signature(s) in said Bid, have been complying with and will continue to comply with all Federal, State, County, and local laws, ordinances, rules, and regulations that which may in any manner affect the performance of the Project if awarded to Bidder. Said laws, ordinances, rules, and regulations shall include, but not limited to, those in relation to employment; discrimination; labor; contracting; flood hazard and environmental laws and regulations; the Illinois Drug Free Workplace Act and the Federal Drug Free Workplace Act; hazardous substances regulations; and lead-based paint regulations. In addition, the Bidder and any and all Subcontractor(s) specifically state and assure that:

- A. The Bidder and any and all Subcontractor(s) have legal authority to submit the proposal and to execute a contract with Township.
- B. The Bidder and any and all Subcontractor(s) are authorized and consent on behalf of the Township, the Engineer, 2IM GROUP, LLC, and himself/herself to accept the jurisdiction of the United States District Court, Northern District of Illinois, Eastern Division, for the purpose of enforcement of the requirements of such Federal statutes, rules, and regulations. Further, any provision to these Bid Documents and subsequent Contract, not subject to Federal law, shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce these Bid Documents and subsequent Contract shall take place in the Circuit Court of Cook County, Illinois.

- C. The Bidder and any and all Subcontractor(s) represent and warrant, to the best of their knowledge and belief, that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder and any and all subcontractor(s), to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder and any and all subcontractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - 3. The Bidder shall require that the language of this certification in included in the Bid Documents and subsequent Contract for all sub-awards with any and all Subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-receipts shall certify and disclosed accordingly.

This certification is a material representation of fact upon which reliance was placed when this Bid was made and any subsequent contract entered into in accordance with the requirements set forth in this Bid and subsequent Contract. Acceptance of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

#### **INSURANCE**

Bidder shall procure and maintain at all times, at Bidder's own expense, during the terms of these Bid Documents and subsequent Contract, the insurance coverage and requirements specified below, insuring all operations related to these Bid Documents and subsequent Contract. The kinds and amounts of the insurance required are as follows:

- A. Worker's Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, covering all of Bidder's employees and Employer's Liability coverage with limits of not less than \$100,000.00 per accident or illness.
- B. Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insured, and contractual liability (with no limited endorsement). Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives are to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services Proposal. Said coverage shall

be evidenced on the Certificate of Insurance covering the project and the project's premises.

C. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicle (owned, non-owned, and hired) are used in connection with the project and with work to be performed on the project, Bidder shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage.

Bidder shall be responsible for all losses or damages to personal property (including, but not limited to, materials, equipment, tools, and supplies), owned or rented, by Bidder. Bidder shall furnish to the Township original Certificates of Insurance evidencing the required coverage to be in force on the date of this Project, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurrence during the term of the Project. Bidder shall submit evidence of insurance upon submitting his/her Bid. The receipt of any certificate does not constitute agreement by the Township that the insurance requirements in these Bid Documents have been fully met or that the insurance policies on the certificate are in compliance with all Bid Document requirements. The failure of the Township to obtain certificates or other insurance evidence from Bidder shall not be deemed to be a waiver by the Township. Bidder shall advise all insurers of the Bid Document provisions regarding insurance. Non-conforming insurance shall not relieve Bidder of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of these Bid Document or subsequent Contract, and the Township retains the right to terminate the successful Bid and/or subsequent Contract until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the Township in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self-insured retention on referenced insurance coverages shall be borne by Bidder. Bidder agrees that insurers shall waive their rights of subrogation against Hanover Township, its Board of Trustees, its elected officials, its employees, it agents, and its representatives. Bidder expressly understands and agrees that any coverage and limits furnished by Bidder shall in no way limit the Bidder's liabilities and responsibilities specified within these Bid Documents or subsequent Contract or by law. Bidder expressly understands and agrees that any insurance or self-insurance programs maintained by the Township shall apply in excess of and not contribute with insurance provided by Bidder under the Project. The required insurance shall not be limited by any limitations expressed in the liability language herein or any limitation placed on the liability therein given as a matter of law. The Township maintains the right to reasonably modify, delete, alter, or change these requirements. The Township shall provide Bidder with thirty (30) say prior written notice of such modification, deletion, alteration, or change of these requirements.

#### ASSUMPTION OF LIABILITY

To the fullest extent permitted by law, Bidder, its employees, agents, or anyone acting on behalf of any of them, assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable the Project, by Bidder, its employees, agents, and/or anyone acting on behalf of any of them. Bidder is aware of the risks associated with the Project and Bidder voluntarily assumes those risks in consideration of the Project herein. The Township shall not be liable for any damage occasioned by failure to keep the Project property in repair and shall not be liable for any damage caused to any part of the Project site, property, or premises. Bidder agrees to indemnify and hold harmless the Township from any damages and causes of action of any kind that might occur as a result from any and all use, supervision, or work associated with or related to the Bidder, its Bid, the subsequent Contract, or any fulfillment of the Project. Furthermore, the Township shall not be liable for any damages of any kind in the event the Township Project property becomes unusable to Bidder for whatever reason.

#### INDEMNTIFICATION

To the fullest extent permitted by law, Bidder shall indemnify, protect, save, defend, and hold harmless

the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees in the form of costs and attorneys' fees, to the extent such damages arise from or in any way connected with (i) any act, omission, wrongful act, or negligence of Bidder, its employees, agents, or anyone acting on behalf of any of them: (ii) any accident, injury or damage whatsoever occurring, arising out of, incidental to, or resulting directly or indirectly from Bidder's use, supervision, or work performed on the Project site, upon Bidder's commencement of the Project, whether such loss, damages, injury, or liability is contributed by a condition of the Project site itself or any equipment thereon, whether latent or patent, or from other causes whatsoever; and/or (iii) Bidder, its employees, agents, or anyone acting on behalf of any of them breach of the terms of any Bid Documents or subsequent contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in these Bid Documents or subsequent Contract. This obligation to indemnify shall survive the expiration and/or termination of the Project. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Township as a unit of local government.

#### ACCESS.

Nothing in these Bid Documents or subsequent Contract shall restrict the access to Township properties by the employees, officers, officials, and/or agents of Township who have a legitimate needs for such access, including access required to determine whether or not Bidder is in compliance with the terms and conditions of the successful Bid or subsequent Contract. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Bidder occupying the Project site under the authority of any Bid Documents or subsequent Contract.

#### DISCLAIMER

Bidder expressly acknowledges that the Township makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Project site for the purposes set forth herein, or for any other purpose or use, express or implied, by the Bidder. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Bidder accepts use of the Project site and the improvements thereon, "AS-IS" and 'WITH ALL FAULTS." Bidder acknowledges that Bidder has inspected the Project site to Bidder's satisfaction as to the adequacy, fitness, and condition thereof.

#### SUCCESSORS AND ASSIGNS

The successful Bid and subsequent Contract shall be binding upon and inure to the benefit of the Township and Bidder and their respective successors and assigns. Notwithstanding the foregoing, Bidder shall not assign, lease, or sub- lease the successful Bid or subsequent Contract without the express written consent of the Township which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

#### NON-DISCRIMINATION

Bidder agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Bidder agrees not to deny services or use of the Township project property on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable Local, State, or Federal Laws or Statutes.

#### **MISCELLANEOUS**

The terms of these Bid Documents sets forth the entire understanding of the Township and Bidder The Township and Bidder agree shall be no change or modification to these Bid Documents unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of these Bid Documents. The Township and Bidder agree that the titles of the items in these Bid Documents, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. These Bid Documents are submitted solely for the benefit of the contracting parties, and nothing in these Bid Documents are intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to these Bid Documents, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in these Bid Documents shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of these Bid Documents, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of these Bid Documents, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. Bidder warrants that Bidder is authorized to execute and effectuate these Bid Documents and that the Bidder does so voluntarily.

#### **ADDENDA**

The undersigned hereby acknowledges receipt of the	
following addenda: ADDENDUM	
NUMBER	DATED

COUNTY TOTAL SHEET NO.

COOK 7 1

CONTRACT NO.

# WALTERS-LENOCI RESERVE PATH

735 STOWELL AVE STREAMWOOD, IL 60107



LOCATION MAP

# **ISSUED FOR 100% REVIEW**

AUGUST 28TH, 2018

# 0 100' 200' 300' — 1" = 100' 10' 20' 30' — 1" = 10' 0 50' 100' 1" = 50' 0 50' 100' 1" = 40' 0 50' 100' — 1" = 30' 0 50' 100' — 1" = 20'

**INDEX OF SHEETS** 

G-0 S-1

L-1

L-2

COVER SHEET

TYPICAL SECTION

SITE SURVEY

LAYOUT PLAN

XS-1 TO XS-3 CROSS 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.

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



## PREPARED FOR

HANOVER TOWNSHIP 250 S. IL ROUTE 59 BARTLETT, IL 60103

CIVIL ENGINEER

2in

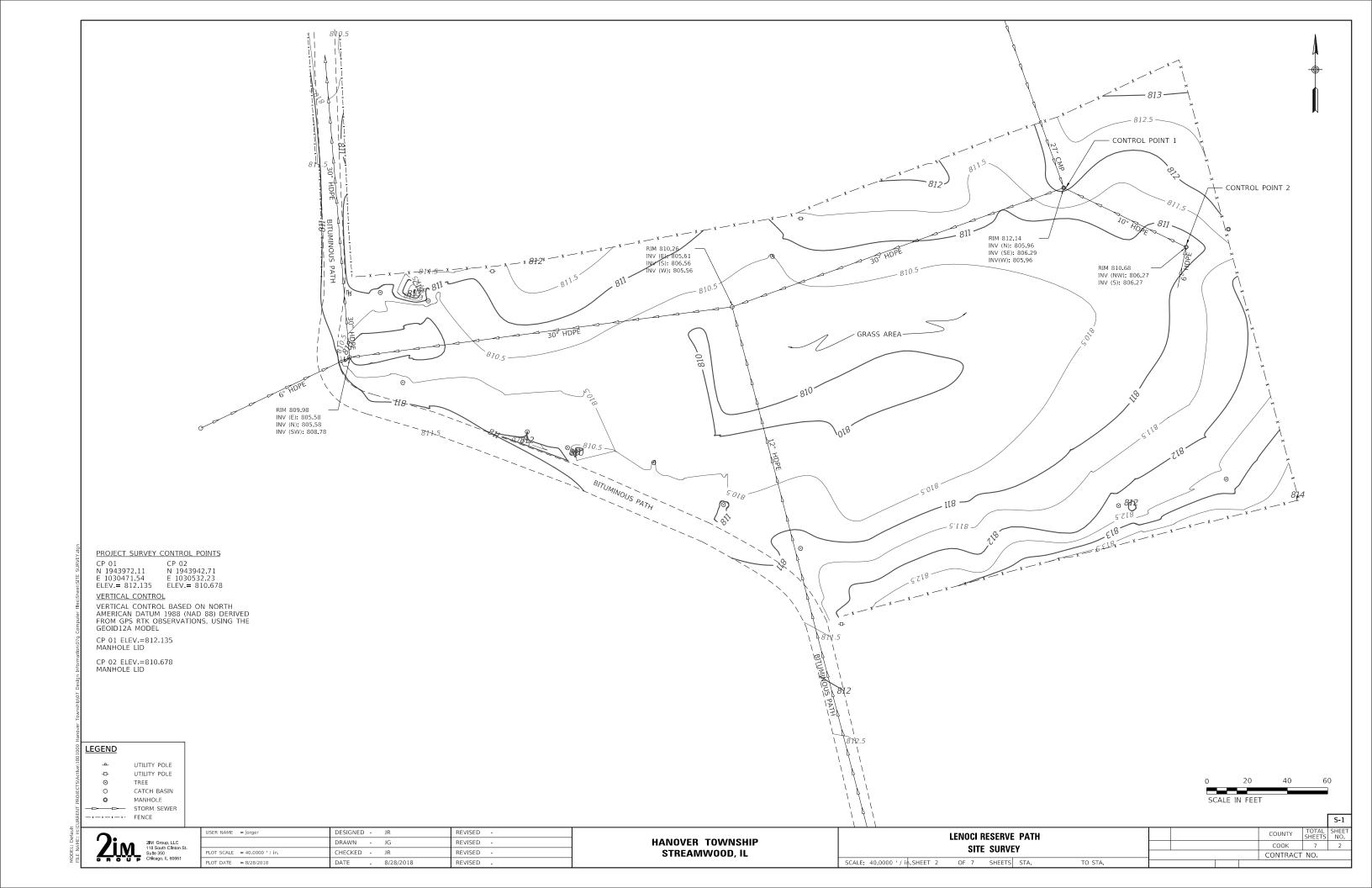
118 S. CLINTON ST

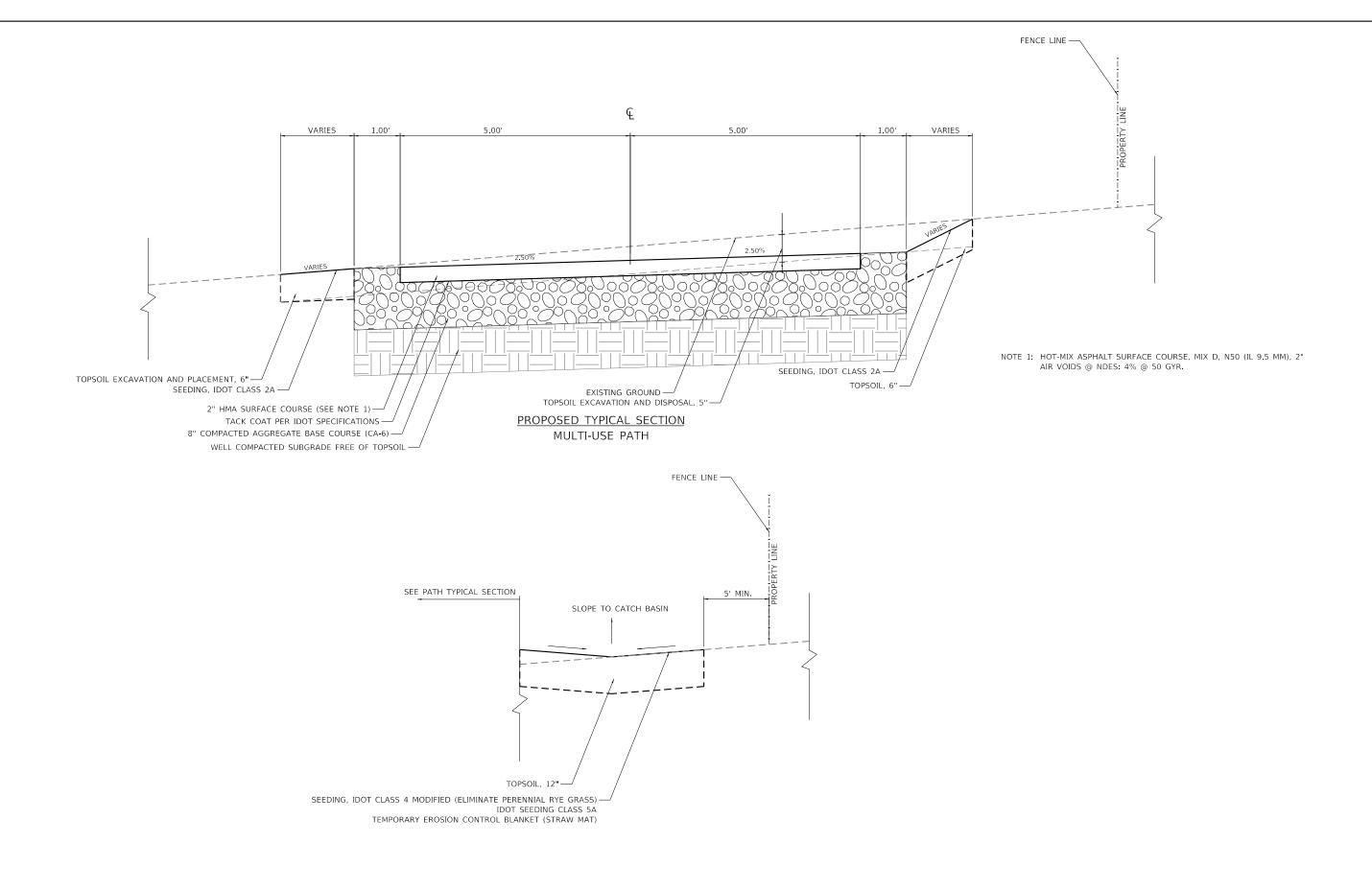
CHICAGO, IL 60661

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

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

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



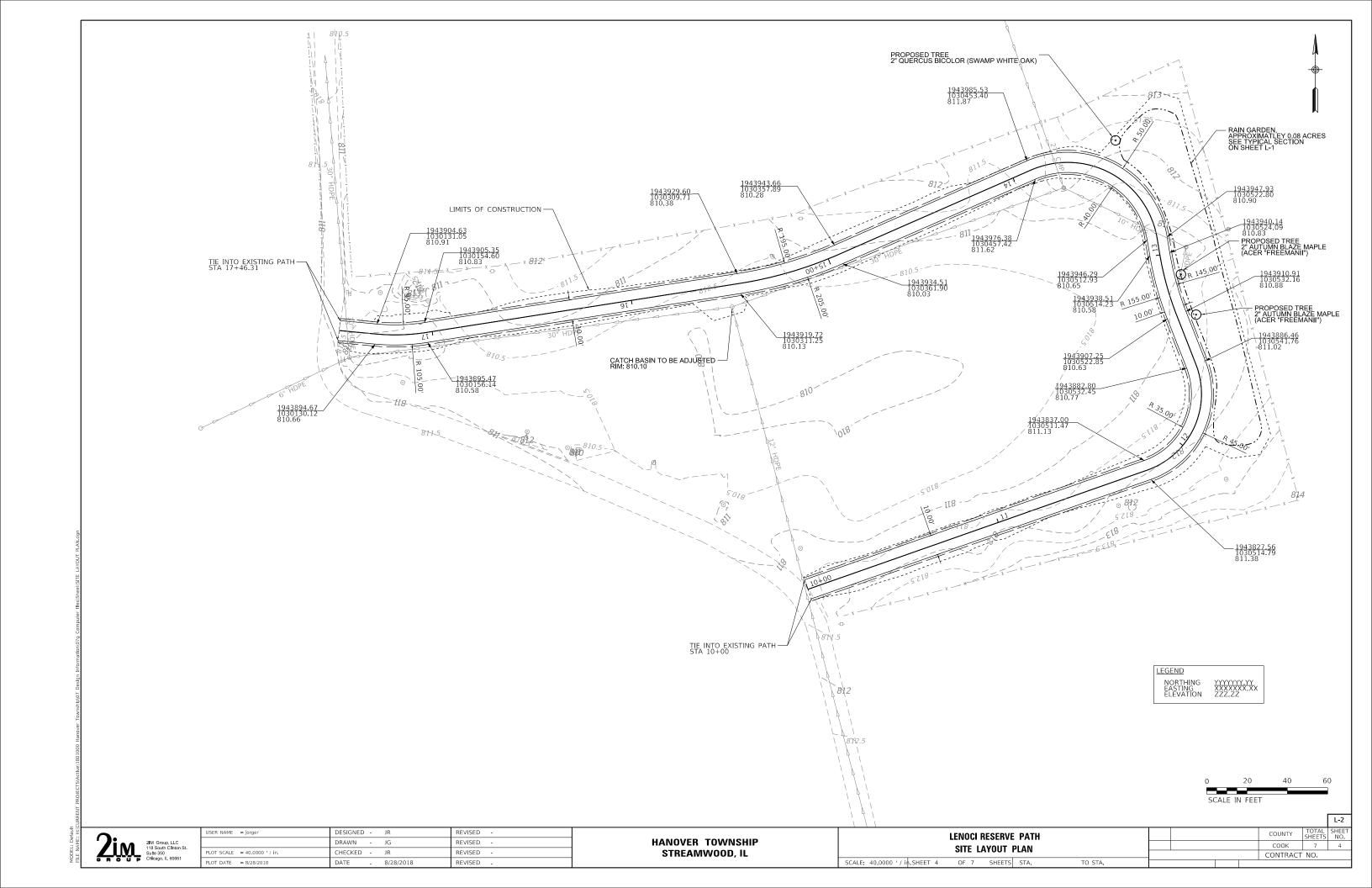


PROPOSED TYPICAL SECTION RAIN GARDEN

JSER NAME = jorger DESIGNED - JR REVISED -DRAWN - JG REVISED REVISED LOT DATE = 8/28/2018 REVISED DATE - 8/28/2018

HANOVER TOWNSHIP STREAMWOOD, IL

COUNTY **LENOCI RESERVE PATH** соок TYPICAL SECTIONS CONTRACT NO. SCALE: 40.0000 / in SHEET 3 OF 7 SHEETS STA. TO STA.



814 808 814 810 814 814 810 810 808 816 812 808 816 808 808 808 814 쮼 8 Z + 50.00 + 00.00 + 50.00 + 50.00 + 00.00 11 + 00.00 2 2 2 87.218 98.218 *I⊆'II8* 96 118 69'118 99'118 68'118 98'118 10.118 86'018 10:118 86:018 62 118 92 118 25 118 97 118 77 118 17 118 11'118 60'118 12'118 €2.018 17.018 t1 118 0Z I I 8 810 816 814 810 816 814 812 810 816 814 810 812 908 XS-1 DESIGNED - JR REVISED SECTION COUNTY 2IM Group, LLC 118 South Clinton St. Sulte 350 Chicago, IL 60661 **LENOCI RESERVE PATH** COUNTY SHEETS
COOK 7 HANOVER TOWNSHIP STREAMWOOD, IL DRAWN - JR REVISED **CROSS SECTIONS** PLOT SCALE = 10.0000 ' / in.
PLOT DATE = 8/28/2018 CHECKED - LSM REVISED CONTRACT NO. 8/28/2018 SCALE: 10.0000 / in SHEET 5 OF 7 SHEETS STA. 10+00.00 R1 TO STA. 12+50.00 R1

814 812 810 810 810 808 812 810 816 812 810 808 814 810 808 814 808 814 808 814 812 808 쮼 + 00.00 + 00.00 + 00.00 00.00 + 50.00 50.00 + 50.00 2 *t1 118* 79'118 06 018 95 018 <del>15</del> 018 06 118 59 118 £9 118 58018 **(7** -£8018 **(1** 16.018 68.018 92.018 Z 018 1018 85'118 10.018 66.608 9# 118 ₽# 118 †9018 19018 ∠E:118 ⊆E:118 09:118 98'018 98'018 62.018 92.018 85.018 t1 1 18 *†9*'018 810 814 812 810 808 814 812 812 810 812 810 810 808 814 812 810 808 812 81 XS-2 DESIGNED - JR REVISED SECTION COUNTY 2IM Group, LLC 118 South Clinton St. Sulte 350 Chlcago, IL 60661 **LENOCI RESERVE PATH** COUNTY SHEETS
COOK 7 HANOVER TOWNSHIP DRAWN - JR REVISED -**CROSS SECTIONS** LOT SCALE = 10.0000 / in. CHECKED - LSM REVISED STREAMWOOD, IL CONTRACT NO. DATE 8/28/2018 SCALE: 10.0000 / in SHEET 6 OF 7 SHEETS STA. 13+00.00 R1 TO STA. 16+00.00 R1

814 810 812 + 00.00 + 50.00 9 1.018 85.118 58.018 58.018 €8'018 28:018 Z8:018 85 018 55 018 *†8* 608 814 810 814 812 810 812 808 XS-3 COUNTY SHEETS NO. DESIGNED - JR REVISED SECTION **LENOCI RESERVE PATH** HANOVER TOWNSHIP DRAWN - JR REVISED -CROSS SECTIONS STREAMWOOD, IL LOT SCALE = 10.0000 ' / in. CHECKED - LSM REVISED CONTRACT NO. PLOT DATE = 8/28/2018 DATE - 8/28/2018 REVISED SCALE: 10.0000 / in SHEET 7 OF 7 SHEETS STA 16+50.00 R1 TO STA 17+46.31 R1

### FINAL SUBMITTAL 8/31/2018

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

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

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

# **EXHIBIT B**

### FINAL SUBMITTAL 8/31/2018

ITEM NO.	SUMMARY OF QUANTITIES				
HEWING.	DESCRIPTION	UNIT	TOTAL		1
20200100	EARTH EXCAVATION	CU YD	285.0	46-	13
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	165.0	40-	6
25000210	SEEDING, CLASS 2A	ACRE	0,1	16,000	1
25000310	SEEDING, CLASS 4 (MODIFIED)*	ACRE	0.1	(8,00-	
25000322	SEEDING, CLASS 5A	ACRE	0.1	20,000	
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	400.0	3-	1,
35100110	AGGREGATE BASE COURSE, TYPE A	CUYD	176.0	36-	6
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	6920.0	110	4
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	90.0	130-	11
60250200	CATCH BASINS TO BE ADJUSTED	EACH	1.0	350-	3
A2006516	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	1.0	- December 1	
A2000116	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2" CALIPER, BALLED AND BURLAPPED	EACH	2.0	100-	11
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	13.0	70-	9

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.

TOTAL

49,29

September 21, 2018

OFFICIAL SEAL
KELLY L BIELLO
NOTARY PUBLIC, STATE OF ILLINOIS
DU PAGE COUNTY
MY COMMISSION EXPIRES 11/16/2020

(Rev. November 2017) Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the letest inform

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank		
	A Lamp Concrete Contractors, Inc.		
	2 Business name/disregarded entity name, if different from above		
age 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Cl following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see	
Print or type. Specific Instructions on page	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership single-member LLC	☐ Trust/estate	instructions on page 3):
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne		Exempt payee code (if any)
	Note: Check the appropriate box in the line above for the tax classification of the single-member o LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin is disregarded from the owner should check the appropriate box for the tax classification of its own	Exemption from FATCA reporting code (if any)	
eci	Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name ar	nd address (optional)
See	1900 Wright Boulevard	N TO STANKE	
**	6 City, state, and ZIP code		
	Schaumburg, IL 60193		
	7 List account number(s) here (optional)		
Part	The second of th		
resider entities	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to aven withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	or a	urity number
IIIV, la	ter.	or	
Note: I	If the account is in more than one name, see the instructions for line 1. Also see What Name or To Give the Requester for guidelines on whose number to enter.	and Employer is	dentification number
	20 STATE OF DAY	36 -	3929173
Part		100	
	penalties of perjury, I certify that:		
Serv	number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o onger subject to backup withholding; and	I have not been no	Alfinal but the Internal December
	a U.S. citizen or other U.S. person (defined below); and		
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin	a is correct	
Certific you hav acquisit	ation instructions. You must cross out item 2 above if you have been notified by the IRS that you re failed to report all interest and dividends on your tax return. For real estate transactions, item 2 ion or abandonment of secured property, cancellation of debt, contributions to an individual retire an interest and dividends, you are not required to sign the certification, but you must provide you	u are currently subje does not apply. For	mortgage interest paid,
Sign Here	Signature of	Date > 9-11	19.002
	eral Instructions  • Form 1099-DIV (div	vidends, including th	nose from stocks or mutual
section	references are to the Internal Revenue Code unless otherwise		

noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

. Form 1099-INT (interest earned or paid)

- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

Client#: 178127

### 28ALAMPCONCR

ACORD.

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# CERTIFICATE OF LIABILITY INSURANCE

2/05/2018

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 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	CONTACT Tara Warnock		
J Smith Lanier Chattanooga	PHONE (A/C, No, Ext): 615-898-1919 FAX (A/C, No): 6	866-597-2133	
Marsh & McLennan Agency, LLC 605 Chestnut St Suite 500	E-MAIL ADDRESS: twarock@jsmithlanier.com		
Chattanooga, TN 37450	INSURER(S) AFFORDING COVERAGE		
Approximate the special section of the specia	INSURER A: Zurich American Insurance Compa	16535	
INSURED A Lawre Conserts Contracting Lawrence	INSURER B: American Guarantee and Liabilit	26247	
A Lamp Concrete Contractors Inc 1900 Wright Blvd	INSURER C: Zurich American Ins. Co. of IL	27855	
Schaumburg, IL 60193-4587	INSURER D:		
	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER		

	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	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 INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP LIMITS				
A X COMMERCIAL GENERAL LIABILITY GLO023200902	02/05/2018 02/05/2019 EACH OCCURRENCE \$1,000,000				
CLAIMS-MADE X OCCUR	PREMISES (Ea occurrence) \$1,000,000				
X BI/PD Ded:5,000	MED EXP (Any one person) \$10,000				
	PERSONAL & ADV INJURY \$1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$2,000,000				
POLICY X PRO- JECT LOC	PRODUCTS - COMP/OP AGG \$2,000,000				
OTHER:	\$				
A AUTOMOBILE LIABILITY BAP023200702	02/05/2018 02/05/2019 COMBINED SINGLE LIMIT \$2,000,000				
X ANY AUTO	BODILY INJURY (Per person) \$				
ALL OWNED SCHEDULED AUTOS AUTOS	BODILY INJURY (Per accident) \$				
X HIRED AUTOS X NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
X Drive Oth Car	\$				
B X UMBRELLA LIAB X OCCUR AUC0442582	02/05/2018 02/05/2019 EACH OCCURRENCE \$10,000,000				
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$10,000,000				
DED X RETENTION \$0	s				
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC023201002	02/05/2018 02/05/2019 X PER STATUTE OTH-				
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?	E.L. EACH ACCIDENT \$1,000,000				
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$1,000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Scho	iule, may be attached if more space is required)				
A1 8					
	pore.				
CERTIFICATE HOLDER CANCELLATION					
A Lamp Concrete Contractors, SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
Inc.  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
1900 Wright Blvd.					
Schaumburg, IL 60193	AUTHORIZED REPRESENTATIVE				
Acceptation of American Constitution (Constitution Constitution Consti	3 19				
	A Marie Town				
	© 1988-2014 ACORD CORPORATION. All rights reserved.				

Phone: (847) 891-6000 Fax: (847) 891-6100

Commercial . Residential . Municipal

Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Vito Lampignano	Vice President	48	Heavy Highway	Gen Concrete Supt.
John Traversa	General Superintendent	21	Heavy Highway	General Superintendent
Bob Matthias	Superintendent	26	Heavy Highway	Project Superintendent
Leonel Vazquez	Superintendent	18	Heavy Highway	Project Superintendent
Vito Latrofa	Superintendent	35	Heavy Highway	Project Superintendent
Dino Marzulli	Superintendent	26	Heavy Highway	Project Superintendent
Shawn Simon	Foreman	20	Heavy Highway	Asphalt Foreman
Raul Hernandez	Foreman	23	Heavy Highway	Concrete Foreman
Jorge Saucedo	Foreman	28	Heavy Highway	Concrete Foreman
John Intile	Foreman	38	Heavy Highway	Underground Foreman
Enrique Vazquez	Foreman	19	Heavy Highway	Underground Foreman
Ed Arciszewski	Foreman	27	Heavy Highway	Crew Foreman
Gasper Gonzalez	Foreman	28	Heavy Highway	Crew Foreman
Alex Saucedo	Foreman	23	Heavy Highway	Crew Foreman
Rodolfo Fuentes	Foreman	18	Heavy Highway	Gradall Foreman
Mike Panzereno	Foreman	19	Heavy Highway	Gradall Foreman
Rocco Lagioia	Foreman	22	Heavy Highway	Gradall Foreman
Jeet Sadhwani	QC Supervisor	17	Heavy Highway	Civil Engineer
Rajendra Patel	QC Technician	12	Heavy Highway	Civil Engineer
Tracy Lampignano	Manager	16	Heavy Highway	Office Manager
Jeff Moyer	General Manager/Chief Estimator	17	Heavy Highway	Project Manager
Frank Aiello	Project Manager	18	Heavy Highway	Civil Engineer / Proj Mngr
Anthony Iacullo	Project Manager	15	Heavy Highway	Project Manager
Kelly Biello	Project Coordinator	10	Heavy Highway	Project Coordinator
Bob Bialek	Estimator	44	Heavy Highway	Project Estimator

1900 Wright Boulevard

. . .

Schaumburg, Illinois 60193



### RE: A. Lamp Concrete Contractors, Inc. Bonding Limits

To Whom It May Concern:

Please be advised that The Hanover Insurance Company of Worcester, MA has had the continuing privilege of providing bonding support to A. Lamp Concrete Contractors, Inc. of Schaumburg, IL. The Hanover Insurance Company has a Best Insurance Guide rating of A XV. We currently have a bonding line established with single limitations of \$30,000,000 and aggregate limitation of \$75,000,000. By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.

Should A. Lamp Concrete Contractors, Inc. be low bidder on any project, The Hanover Insurance Company will provide the necessary performance and payment bonds upon favorable review of the contract documents and current underwriting documents.

We hold A. Lamp Concrete Contractors, Inc. in the highest regard and look forward to providing any further assistance that may be necessary. Please feel free to contact us with any questions or comments at (800) 264-1634.

Sincerely,

Thomas O. Chambers

Attorney-in-Fact

The Hanover Insurance Company





# Certificate of Eligibility

A. Lamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60193

Contractor No 3315

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 \$88,234,000.00 THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$14,700,000 \$12,625,000 \$17,450,000 \$15,950,000 \$21,400,000 \$3,050,000 \$5,850,000 \$4,475,000 AGGREGATE BASES & SURF. (A) COLD MILL, PLAN. & ROTOMILL CONCRETE CONSTRUCTION LANDSCAPING EARTHWORK HMA PAVING PCC PAVING DRAINAGE

INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2019 2 5/3/2018 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM ISSUED AT SPRINGFIELD, ILLINOIS ON 5/3/2018.

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



Engineer of Construction

# AIA Document A310™ – 2010

### Bid Bond

CONTRACTOR:

(Name, legal status and address) A. Lamp Concrete Contractors, Inc.

1900 Wright Blvd Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

**Hanover Township** 250 South Rt 59 Bartlett, IL 60103

BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\*

PROJECT:

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

SURETY:

(Name, legal status and principal place of business)

> The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653

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.

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

day of September A. Lamp Concrete

> axa (Principal)

Contractors, Inc.

(Title)

The Hanover Insurance Company

(Surety)

(Seal)

(Title) Thomas O. Chambers, Attorney-in-Fact

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# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

### POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company, Adopted April 14, 1982 – Massachusetts Bay Insurance Company, Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2017.

The Hanover Insurance Company Massachusetts Bay Insulance Company Citizens Insurance Company of America

John C. Roche, EVP and President

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The Hanover Insurance Company Massachusetts Bay Insurance Company Citizens Insurance Company of America

1 Kawall

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
Commonstatin of MARAMATITE
My Commission Express
March 4, 2022

Diane J. Maytho, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of September 2018

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN	)	
COUNTY OF Racine	)	
		<u>2018</u> ,
before me, a notary public, v	vithin and for said County a	and State, personally appeared
Thomas O. Chambers	to me personally	known, who being duly sworn,
		for the
The Hanover Insurance Com	pany	, a corporation
		organized and existing under and
by virtue of the laws of the S	tate of New Hampshire	; that the corporate seal
affixed to the foregoing with	nin instrument is the seal o	of the said Company; that the seal
was affixed and the said inst	rument was executed by a	uthority of its Board of Directors;
and the said Thomas O. Char	mbers did	acknowledge that he/she
executed the said instrument	as the free act and deed of	said Company.

Jackie Sheldon

Notary Public, Racine County, Wisconsin My Commission Expires 4/13/2019



Date: September 25<sup>th</sup>, 2018

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

RE: Naomi Walters-Lenoci Reserve Path

Dear Mr. Spejcher:

We have evaluated the bids received on Friday, September 21st for the Naomi Walters Lenoci Reserve Path.

Five bids were received as shown below:

Contractor	Bid Total	
ALamp Concrete Contractors	\$49,298.00	
Chicagoland Paving	\$54,981.70	
Martam	\$55,111.00	
Schroeder Asphalt	\$57,179.20	
Brothers Asphalt	\$63,681.50	

Engineer's Estimate: \$45,183.59

ALamp's bid is 9.11% higher than the Engineer's cost estimate. The low bidder's unit prices were higher on several items, with the largest impact stemming from Earth Excavation. The low bidder's unit price (\$46/cu yd) was 130% larger than the Engineer's (\$20/cu yd). It is assumed that due to the time of the year, bidders are more conservative with their bids. Lower bids would be expected if the project were bid during the winter season.

The low bid was submitted by ALamp Concrete Contractors in the amount of \$49,298.00. Our evaluation of the bid submitted by ALamp determined that the bid is responsible and balanced. Therefore, we recommend the award of a contract for construction of the Naomi Walters-Lenoci Reserve Path to ALamp Concrete Contractors in the amount of \$49,298.00.

Sincerely,

Jorge Rueda, P.E. Project Engineer



## 2019 Board of Trustees Meeting Dates

Pursuant to 5 ILCS 120/2.0 and 2.03, the Hanover Township Board of Trustees generally meet on the first and third Tuesday, except as noted, of each month at 7:00 p.m. The Board meetings will generally be held at 240 S. Route 59, Bartlett, Illinois 60103. (Board Approved \_\_\_\_\_\_)

Tuesday, January 15
Tuesday, February 5
Tuesday, February 19
Tuesday, March 5
Tuesday, March 19
Tuesday, April 9 – 6:30 p.m.
Tuesday, April 9 – Annual Town Meeting (60 ILCS 1/30-5) 7:00 p.m.
Tuesday, April 16
Tuesday, May 7
Tuesday, May 21
Tuesday, June 4
Tuesday, June 18
Tuesday, July 2
Tuesday, July 16
Tuesday, August 6
Tuesday, August 20
Tuesday, September 3
Tuesday, September 17
Tuesday, October 1
Tuesday, October 15
Tuesday, November 5
Tuesday, November 19
Tuesday, December 3
Tuesday, December 17



## 2019 Holiday Closing Dates

(Board Approved)
Tuesday, January 1 (New Year's Day)
Monday, January 21 (Martin Luther King Birthday)
Monday, February 18 (Presidents Day)
Monday, May 27 (Memorial Day)
Thursday, July 4 (Independence Day)
Monday, September 2 (Labor Day)
Monday, November 11 (Veterans Day)
Thursday, November 28 (Thanksgiving)
Friday, November 29 (Day after Thanksgiving)
Tuesday, December 24 (Christmas Eve)
Wednesday, December 25 (Christmas Day)