HANOVER TOWNSHIP

240 S. Illinois Route 59, Bartlett, Illinois 60103

Regular Meeting of the Township Board
May 17, 2022
7:00 PM

A G E N D A

I. Call to Order – Roll Call

II. Pledge of Allegiance

III. Town Hall (Public Comments)

IV. Presentations
- A. Veterans Honor Roll – MSGT Eddie Gonzalez

V. Reports
- A. Supervisor's Report
- B. Clerk's Report
- C. Assessor's Report
- D. Department Reports

VI. Bill Paying

VII. Unfinished Business
- A. Executive Session Minutes of March 22, 2022

VIII. New Business
- A. Rescheduled Meeting Minutes of May 2, 2022
- B. Ordinance Authorizing and Providing for an Installment Purchase Agreement for the Purpose of Paying the Cost of Purchasing Real or Personal Property, or Both, in and for Hanover Township, Cook County, Illinois, and for the Issue of $3,000,000 Debt Certificates, Series 2022, of Said Township Evidencing the Rights to Payment Under Said Agreement, Providing for the Security for and Means of Payment Under Said Agreement of Said Certificates, and Authorizing the Sale of Said Certificates to the Purchaser Thereof.
- C. Resolution to Approve the Award of the Contract for the Hanover Township Emergency Services Station Project
- D. Resolution to Authorize the Acceptance of a Judicial Deed for Certain Real Estate (1169 Robinhood Drive)

E. Resolution to Approve the Master Services Agreement between Hanover Township and ProxIT
F. Resolution Declaring June 3, 2022 Gun Violence Awareness Day
G. Appointments to the Hanover Township Mental Health Board
H. Consideration of Township Camera System Replacement

IX. Executive Session

X. Other Business

XI. Adjournment

HANOVER TOWNSHIP

VETERANS HONOR ROLL

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

NAME: EDDIE GONZALEZ

ADDRESS: 7251 EAST AVE.

CITY/ZIP CODE: HANOVER PARK, IL., 60133

PHONE #: 224-430-7949

EMAIL ADDRESS: edgonzalez115@gmail.com

DATE OF BIRTH: 1/15/47

BRANCH OF SERVICE: AIR FORCE **RANK AT DISCHARGE:** MSGT - E7

YEARS OF SERVICE: FROM JUN 1969 **TO** JUN 1991

MEDALS AWARDED OR OTHER CITATIONS:

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 P. McGuire

Supervisor

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021*
Passports	363	420	363	420
Photo fees	$3,810	$3,950	$3,810	$3,950
Fee deposits	$13,940	$16,225	$13,940	$16,225
Fishing/Hunting licenses	12	0	12	0
Handicap Placards	24	5	24	5
Human Resources Requests	121	132	121	132
New Employee Orientations	2	1	2	1
Technology work orders	55	83	55	83
Resident Contacts	1,962	2,268	1,962	2,268
Percent of Budget Expended (100% of year)	3.5%	4%	3.5%	4%

*COVID-19 partial closure

Department Highlights

- Township Administrator Barr met virtually with Supervisor McGurie, Hanover Park Mayor Rod Craig, Director Kuttenberg and other Village and Township staff and officials to discuss the CN railway merger.
- Assistant Township Administrator Vana and Human Resources Manager Callahan completed 2 new hire orientations in April: Simeren Silverstein (Assessor's Office) and Lupe Villagomez-Arroyo (Youth and Family Services).
- Human Resources Manager Callahan, Prevention Services Manager Dickinson, and Program Coordinator Miguel participated in first round interviews for the Youth Program Assistant position.
- Director Hanson, Operations Manager Nelson, and Human Resources Manager Callahan participated in first round interviews for the Seasonal Summer Assistant position.
- Transportation Manager Kazeos, Human Resources Manager Callahan, and Dispatcher Espinosa participated in first round interviews for the Bus Driver position.
- Director Imperato, Human Resources Manager Callahan, and Case Manager Leitner conducted the FY22 Q3 EA/GA audit. All documentation was found to be in proper order and complete.
- Assistant Township Administrator Vana and Mental Health Board Manager Teachout completed a visit to Clearbrook's new Community Mental Health Center in Rolling Meadows to learn more about the mental health services they provide to individuals with developmental disabilities on April 13.
- On April 13, Township Administrator Barr attended the Bartlett Area Chamber of Commerce event, "Breakfast with the Villages" along with Supervisor McGuire and Director Kuttenberg.
- Assistant Township Administrator Vana met with Streamwood High School's recently retired Girls Basketball Coach, George Rosner, to discuss his history serving the Hanover Township youth community.
- All Township staff have completed Active Threat training for the appropriate Township buildings. Fire drills for each Township building have been scheduled and will take place in the month of May.
- Township Administrator Barr facilitated the April 27 Metropolitan Township Association meeting and was joined by Director Kuttenberg and Trustee Martinez.

DEPARTMENT OF AGING SERVICES

HANOVER TOWNSHIP

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Programming Division				
Planned programs	188	114	188	114
Participants	1,184	509	1,184	509
Participants (unduplicated)	341	176	341	176
Wait listed (unduplicated)	12	25	12	25
Art & Computer classes	26	42	26	42
Art & Computer class participants	165	175	165	175
New volunteers	4	2	4	2
Total volunteers (unduplicated)	123	72	123	72
Volunteer hours reported	1,343	815	1,343	815
Nutrition Division				
Meals Served	1,345	1,111	1,345	1,111
Meals delivered by volunteers	3,061	2,649	3,061	2,649
Social Services Division				
Clients served (unduplicated)	203	136	203	136
Clients served (duplicated)	315	200	315	200
Energy Assistance	26	9	26	9
Prescription drugs & health insurance assistance	124	108	124	108
Social Service programs	9	12	9	12
Social Service program participants	125	69	125	69
Lending Closet transactions	92	101	92	101
Transportation Division				
One way rides given	962	862	962	862
Individuals served (unduplicated)	119	99	119	99
New riders	119	99	119	99
Unmet requests for rides	4	5	4	5

Department Highlights

- On April 5, Social Services Manager Gomez attended the Senior Health Insurance Program (SHIP) Coordinator Conference Call.
- Director Conway attended the American Society on Aging (ASA) Annual Conference in New Orleans from April 10 – 14.
- Over 120 people attended the Annual Volunteer Luncheon at the Seville recognizing their contributions over the past year on April 19. The theme, "Thanks for Being Our Partner," was well received by all.
- Nutrition Services offered Rib Day on April 22 serving a record 195 meals to in-person diners.
- Twenty-seven participants enjoyed a Lunch Bunch outing to the Elgin Public House on April 26 utilizing the Township bus service.
- The Cook County Sheriff's Office presented on Cyber Security to 31 participants at the TRIAD meeting on April 29. The event was offered in partnership with Cook County Commissioner Kevin Morrison's office.
- The Community and Economic Development Association of Cook County (CEDA) Request for Qualifications (RFQ) to serve as an intake site for the LIHEAP program was submitted on April 28.

OFFICE OF THE ASSESSOR

HANOVER TOWNSHIP

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Administration				
Office visits	155	108	155	108
Building permits processed	368	162	368	162
Change of Name	2	1	2	1
Property tax appeals	0	0	0	0
Certificate of Errors	30	29	30	29
Property location updates	0	0	0	0
Sales Recording	0	0	0	0
New owner mailing	110	654	110	654
Exemptions				
Homeowner exemptions	16	7	16	7
Senior homeowner exemptions	37	14	37	14
Senior Freeze exemptions	37	7	37	7
Disabled Veteran exemptions	6	0	6	0
Disabled person exemptions	3	0	3	0
Miscellaneous exemptions	1	4	1	4

Department Highlights

- The total number of email addresses on the Assessor's Office contact list is 3,462. Two new emails contacts were added in April.
- The 2019 delinquent tax sale is scheduled to start May 12, 2022. The 2020 delinquent tax sale is scheduled for November 2022.
- Cook County Commissioner Morrison's office is keeping the Assessor's Office up to date regarding the right of way on Sunnydale Boulevard. A meeting was held with homeowners April 11 to discuss the division process. The Cook County Assessor's office has said all fees will be waived if the paperwork was filed no later than April 15. Chief Deputy Glascott attended the meeting to help notarize documents.
- On April 4, Simeren Silverstein started as the Assessing Specialist.
- 2021 Board of Review appeal hearings were held April 11-13 for Hanover Township.
- April 15 was the last day to file 2017 Certificate of Errors.
- As of April 23, the Cook County Assessor has certified and published all 2021 appeals.
- Chief Deputy Glascott attended the Cook County Township Assessor's meeting April 29.

Office of the Assessor Mission Statement:
The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.

OFFICE OF COMMUNITY AFFAIRS

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Website Visits (total)	7,698	7,414	7,698	7,414
Website Visits (unique)	5,626	5,339	5,626	5,339
Facebook Followers (new and total FYTD)	35	20	4,961	N/A
Facebook Reach	31,979	39,390	31,979	39,390
Twitter Followers (new)	0	5	0	5
Twitter Impressions	9,817	N/A	9,817	N/A
YouTube Views	1,834	595	1,834	595
Media Releases	3	3	3	3

Department Highlights

- Director Kuttenberg virtually attended the Ancel Glink Statement of Economic Interest form training on April 5.
- Director Kuttenberg assisted in the coordination and participated in the April 6 virtual meeting with Hanover Park Mayor Rod Craig, village staff, neighboring Township officials, Township Administrator Barr, and Supervisor McGuire to discuss the possible CN railway merger.
- Director Kuttenberg and Communications Specialist Smith attended a virtual training on April 7, "Social Media for the Public Sector", presented by Yael Bar Tur, former Director of Digital Communications for the New York City Police Department.
- Director Kuttenberg virtually viewed the Cook County Board of Commissioners meeting on April 7 to monitor the HOME funding approval for Hanover Landing. The final vote for funding will occur at the mid May County board meeting.
- The Office of Community Affairs coordinated the Township's shred event on April 9 co-sponsored by KCT Credit Union. Trustee Beattie secured the volunteers from Streamwood High School. Truck 1 was 90% full. Truck 2 was 55% full. Plans are underway for a second shred event in the fall.
- Director Kuttenberg virtually attended the April 11 meeting of the Streamwood Community Relations Commission.
- Director Kuttenberg virtually attended the Cook County Department of Emergency Management & Regional Security Community Based Organization meeting on April 12 for the department to begin outreach to public entities.
- Director Kuttenberg joined Township Administrator Barr and Supervisor McGuire in attending the Bartlett Area Chamber of Commerce event, "Breakfast with the Villages" on April 13. Mayors Craig and Wallace provided updates on economic development in their communities.
- Director Kuttenberg attended the Village of Streamwood's Committee Recognition Reception on April 14.
- Director Kuttenberg met with Elgin Councilwoman Rose Martinez on April 15 to discuss community outreach and local issues.
- Director Kuttenberg virtually attended the Metropolitan Township Association's April 27 training on Township Foundations presented by Airdo Werwas, along with Trustee Essick and Township Administrator Barr.
- Director Kuttenberg joined Township Administrator Barr and Trustee Martinez in attending the April 27 Metropolitan Township Association meeting.

OFFICE OF COMMUNITY HEALTH

HANOVER TOWNSHIP

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Appointments				
ProTimes	5	7	5	7
TB skin test	2	0	2	0
Cholesterol	2	2	2	2
Pharmaceutical Assistance Programs	0	0	0	0
Miscellaneous labs	6	6	6	6
Wellness Screening (BP, diabetes, anemia)	59	8	59	8
Other*	86	22	86	22
Clinic Clients				
Senior Center/ home visits	136	39	136	39
Astor Avenue	20	2	20	2
Offsite clinics	6	0	3	0
Total clients (unduplicated)	116	27	116	27
Public Education & Health Promotion				
Media coverage	3	0	3	0
Informational seminars/Program	5	2	6	2
Program Participants	135	888*	135	888*
Primary Care Provider Support	0	0	0	0

* Includes individuals who were vaccinated at the COVID vaccine clinic

Department Highlights

- Director Smith and Community Health Nurse Kramer provided 14 home visits for residents in the month of April.
- Director Smith and Community Health Nurse Kramer performed 11 rapid antigen COVID tests in the month of April.
- Director Smith and Community Health Nurse Kramer certified 7 Bartlett High School students in BLS CPR for the healthcare provider on April 14.
- Director Smith and Community Health Nurse Kramer attended the Northwest Municipal Nurses' Meeting in Arlington Heights on April 19.
- Director Smith and Community Health Nurse Kramer certified 10 Township employees in Heartsaver CPR on April 20.
- Director Smith and Community Health Nurse Kramer provided puberty education for 54 elementary students at Heritage Elementary School on April 21.
- Community Health Nurse Kramer attended the Bartlett Police Department Open House on April 24 and provided blood pressure screenings for attendees.

DEPARTMENT OF EMERGENCY SERVICES

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Hours				
Volunteer Detail Hours	826	845	826	845
Volunteer Work Hours	211	235	211	235
Volunteer Training Hours	269	171	269	171
Total Volunteer Hours	1,306	1,251	1,306	1,251
Details				
Emergency Call Outs	11	14	11	14
Safety Patrols	2	5	2	5
Township Sponsored Events	2	1	2	1
Other Community Events	0	0	0	0
Miscellaneous	0	1	0	1
Total Details	15	21	15	21

Department Highlights

- Director Crews attended the Illinois Search and Rescue Council Board meeting on April 2.
- HTES responded to a structure fire in Schaumburg and provided decontamination and air filling on April 3.
- Director Crews met with the Hampshire Fire Department command staff on April 4.
- HTES provided traffic management in Hanover Park for a traffic accident on April 7.
- The HTES Drone Team practiced with the West Chicago Drone Team in Morton Grove on April 12.
- HTES responded to a structure fire in Elgin and provided decontamination and air filling on April 15.
- HTES responded to a structure fire in South Elgin and provided decontamination and air filling on April 18.
- HTES provided traffic management in Hanover Park for a traffic accident on April 18.
- HTES provided traffic management in Hanover Park for a traffic accident on April 20.
- Director Crews and Director's Aide Simandl presented a class for Township employees on active threat, fire, and severe weather preparedness on April 4, 19, and 21.
- Director Crews successfully completed the Emergency Operations Center Interface class on April 25.
- HTES responded to a structure fire in Elgin and provided decontamination and air filling on April 28.
- HTES responded to a structure fire in Elgin and provided decontamination and air filling on April 29.
- HTES responded to a structure fire in Elgin and provided decontamination and air filling on April 30.

DEPARTMENT OF FACILITIES & ROAD MAINTENANCE

HANOVER TOWNSHIP

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Administration				
Vehicle service calls	2	0	2	0
Work orders	368	306	368	306
Event set-ups/tear downs	115	59	115	59
Energy Efficiency – Electricity (Kw)				
Astor Avenue Community Center	4,169	3,902	4,169	3,902
Town Hall	5,760	6,180	5,760	6,180
Senior Center	26,694	28,491	26,694	28,491
Energy Efficiency – Gas (Therms)				
Astor Avenue Community Center	198.10	148.81	198.10	148.81
Town Hall	718.56	474.74	718.56	474.74
Senior Center	1,863.15	1,613.92	1,863.15	1,613.92
Road Maintenance				
Salt Usage (Tons)	0	0	0	0

Department Highlights

- Facilities staff continued with repainting, touch ups, and repairs throughout the Senior Center. The vending room, office hallway, copy room, break room, and main women's washroom have been completed. Staff also completed the installation of corner guards throughout the main floor common areas and Veterans Hall.
- Director Hanson attended the pre-bid meeting along with FGM Architects for the Tiknis Campus Expansion Emergency Services Station project. Six contractors were in attendance.
- Facilities Associate Forkin assisted with the April 9 shred event. Completed the requested setup, managed Food Pantry van for donations, and assisted as needed with waste removal throughout the event.
- Facilities staff continues twice daily disinfecting of all facilities as part of department coronavirus precautions.
- All Facilities and Road Maintenance staff participated in the "Heart Saver" level CPR training presented by Director Smith and Community Health Nurse Kramer. All staff completed the 3-hour certification.
- The Berner Drive, Dale Drive, and Wolsfeld Drive road resurfacing project bid acceptance was approved at the April 12 board meeting and awarded to J.A. Johnson Paving. Director Hanson and Road manager Santangelo attended a pre-construction meeting with Johnson Paving and Thomas Engineering to review the project prior to construction. Electronic signs were placed on Berner Drive on April 25 with construction expected to start on May 2.
- Facilities and Road Maintenance staff completed the first Brush Pickup Program week with a total of nine tons of mulch collected and distributed to Township residents.
- Facilities and Road Maintenance staff met with Thomas Engineering environmental engineers to train on native and invasive species identification and management on the Tiknis Campus expansion property. Thomas Engineering will be assisting in the development of an invasive species management program for the department.

DEPARTMENT OF HUMAN SERVICES

HANOVER TOWNSHIP

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
General Assistance				
General Assistance clients	8	8	8	8
General Assistance appointments	13	19	13	19
Emergency Assistance appointments	29	30	29	30
Emergency Assistance approved	3	1	3	1
Crisis intake clients	206	137	206	137
Access to Care	0	0	0	0
LIHEAP Applications/PIPP Re-certifications				
Office	56	51	56	51
Circuit Breaker/Benefit Access	0	0	0	0
Social Services				
ComEd Hardships	0*	6	0*	6
Weatherization	1	0	1	0
Food Pantry				
Served (Households)	975	533	975	533
New applications	33	11	33	11
Food Donations	48	78	48	78
Community Center Walk-Ins	122	60	122	60

* Program Closed

Department Highlights

- The monthly Veteran meeting welcomed Kristy Bassett from the Veterans Administration who presented on suicide prevention. The presentation was well received and lunch was provided for all attendees.
- The Association of General Assistance Caseworkers Conference had 81 participants. Given the success of the conference the Association plans on hosting this event once annually in April.
- The in-person Veterans dinner served 170 attendees. The Veterans expressed how happy they were to be back in-person and enjoyed the evening.
- The Supervisor's Community Service Awards in-person banquet was successful with 80 in attendance. Aging Services assisted in preparing the food and set-up for the event.
- Director Imperato attended the Salvation Army Regional Meeting for updates on current programs.
- Human Services Coordinator Orozco successfully completed Bassett training and will be able to continue to assist with future Township events.
- Human Services held the annual Spring Event distributing more than 500 baskets filled with candy to families that came out to get their picture taken with the Bunny and share in the activities of the day.
- Employment Specialist Flaxman continues to serve residents with employment needs. In April, 17 residents seeking employment were assisted and she worked with 2 employers looking to fill positions.
- Partners for Our Communities continue to keep office hours on Wednesday from 8:30 am – 4:30 pm to assist residents with immigration and legal issues.
- Mario Keane from Senator Castro's office is at Astor Avenue Community Center every Tuesday from 1:00 pm – 6:00 pm to assist residents experiencing issues with State programs.

OFFICE OF THE MENTAL HEALTH BOARD

HANOVER TOWNSHIP

Report for April 2021

SERVICE PROVIDED	MARCH 2022	MARCH 2021	FYTD 2022	FYTD 2021
Grant Funding				
New clients	57	150	2,746	2,134
Ongoing clients	606	966	8,982	10,924
Closed cases	17	111	403	738
Prevention programming presentations	6	40	227	297
Number in audience	112	167	3,153	1,386
TIDE				
Participants	27	25	27	25
Rides	157	146	1,663	2,736
Resource Center				
Organizations providing services	4	5	6	6
Clients served	41	1	298	580

Department Highlights

- The Mental Health Board met on April 26 and awarded $16,000 in Challenge Funding to the Northeast DuPage Family and Youth Services for a new Social Worker located at the Bartlett Police Department.
- Manager Teachout has acquired three quotes to build a new Mental Health Board reporting website. These quotes will go before the Mental Health Board at the upcoming meeting.
- Vice-Chair Kathy Biesiadecki accompanied Manager Teachout to Maryville's Bartlett Campus to deliver a Starbucks Surprise and Delight to the first and third shift staff on April 25.
- Scheduled the May Starbucks Surprise and Delight with WINGS.
- Attended a webinar hosted by the Association of Community Mental Health Authorities of Illinois about the July 16 roll out of the 988 mental health emergency phone line.
- Finalized the plan of installing of a mail slot in the Resource Center doorway with Facilities and Road Maintenance.
- Planned speakers and sent invitations to Human Services Coordinating Council members for May 18 meeting.
- Scheduled a training for the community on the proper use of Naloxone at the Township in June and is working with Community Affairs on marketing.
- Attended the Partners in Our Communities coalition to discuss transportation to services within Hanover Park.
- Completed CPR training through the Office of Community Health.
- Visited Clearbrook's Community Mental Health Center in Rolling Meadows and discussed the possibility of expansion into Hanover Township.

DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for April 2022

SERVICE PROVIDED	APRIL 2022	APRIL 2021	FYTD 2022	FYTD 2021
Outreach & Prevention				
Open Gym participants	33	n/a*	33	n/a*
Open Gym participants (unduplicated)	33	n/a*	33	n/a*
Alternative to Suspension referrals	140	0	140	0
Alternative to Suspension participants	306	57	306	57
Alternative to Suspension participants (unduplicated)	140	55	140	55
Clinical				
Therapy clients	595	400	595	400
Therapy clients (unduplicated)	152	91	152	91
New clients (unduplicated)	6	8	6	8
Clinical hours	376	328	376	328
Group session participants	166	27	166	27
Tutoring Participants				
Total	51	140	51	140
Unduplicated	31	39	31	39

*Open Gym Program was temporarily paused due to the COVID-19 pandemic.

Department Highlights:

- Youth and Family Services and the Committee on Youth hosted the second annual Hoppin' for Hanover event. There were over 200 participants in attendance on April 9.
- Manager Dickinson conducted interviews for summer interns for Prevention Services summer programming on April 11.
- Manager Dickinson and Assistant Township Administrator Vana met with George Rosener to give him a tour of the Izaak Walton Youth Center, and to gather information for the dedication ceremony on April 20.
- Prevention and Volunteer Coordinator Litz hosted Youth and Family Service's first annual Volunteer Appreciation celebration on April 20.
- Family Therapist Martinez attended the Assessing Boundaries and the Supervisory Relationship webinar on April 21.
- Lupe Villagomez-Arroyo started as the Youth and Family Service's daytime receptionist on April 26.
- Substance Abuse Prevention Specialist Konzal attended the Supervisor's Community Services Awards and supported two teen leaders who were presented with awards on April 30.
- For the month of April, there were 141 duplicated participants in the flag football league.
- There were 35 duplicated participants who attended Teen Nights in the month of April.
- Manager Dickinson and Manager Gonzalez filled in as Acting Director while Director Houdek was out on medical leave in the month of April.

The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. We strengthen families, provide outreach to youth at risk of school failure and contribute to the building of a healthier Township community.

Hanover Township

Board Audit Report

From 5/3/22 - 5/16/22

	Total
Total Town Fund	142,912.09
Total Senior Services Fund	25,050.48
Total General Assistance Fund	529.70
Total Road Maintenance Fund	20,074.89
Total Committee for Senior Citizens Services	225.97
Total Mental Health Board Fund	9,079.61
Total IMRF Fund	
Total Social Security Fund	
Total Vehicle Fund	200.00
Total Capital Fund	26,318.32
Total All Funds	224,391.06

Supervisor

Town Clerk

Attest

Trustee

Trustee

Trustee

Trustee

Hanover Township
Board Audit Report - FY 22
May 3 - May 16, 2022

Type	Date	Num	Name	Memo	Amount
1014 · Town Fund - Expenditures					
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Bill	03/27/2022	Inv# 525...	Bade Supply	Inv# 52566 Toilet Tissue/Gloves/Can Liners	517.50
Bill	03/27/2022	Inv# 535...	Bade Supply	Inv# 53552 Toilet Tissue/Gloves/Can Liners/Soap	547.08
Bill	03/27/2022	Inv# 535...	Bade Supply	Inv# 53557 Soap/Cleaning Supplies	59.52
Total 1014205 · Janitorial Supplies					1,124.10
1014225 · Grounds/Reserve Maintenance					
Bill	03/27/2022	Inv# SS...	Alta Equipment Company	Inv# SS4/22668 Ridge Mower Maint & Repairs	1,577.13
Total 1014225 · Grounds/Reserve Maintenance					1,577.13
Total 101MAIN · Facilities Maintenance					2,701.23
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094618 · Psychiatric Backup					
Bill	03/27/2022	March 22	Alexian Bros (Psych Bkp) Behavior Health	Psychiatric Backups	1,025.00
Total 1094618 · Psychiatric Backup					1,025.00
Total 109ADM · Administration & Clinical					1,025.00
Total 109YFS · Youth & Family Services					1,025.00
Total 1014 · Town Fund - Expenditures					3,726.23
1104 · Aging Services - Expenditures					
1104NUT · Nutrition					
1105558 · Home Delivered Meals Food					
Bill	03/27/2022	MM0331...	Pur Foods LLC dba Mom's Meals	HDM Food March 22	7,073.86
Total 1105558 · Home Delivered Meals Food					7,073.86
Total 1104NUT · Nutrition					7,073.86
1104PRO · Enrichment Programs					
1104520 · Volunteer Services					
Bill	03/27/2022		Christina Gozdecki	Home Delivered Meals Mileage Reimbursement	93.48
Total 1104520 · Volunteer Services					93.48
Total 1104PRO · Enrichment Programs					93.48
1104SOC · Social Services					
1104560 · Psychiatric Services					
Bill	03/27/2022		Alexian Bros (C-Hope) Behavioral Health	Patient Acct# 44700A15182 C-Hope Psychiatric Services	136.72
Total 1104560 · Psychiatric Services					136.72

Hanover Township
Board Audit Report - FY 22
May 3 - May 16, 2022

Type	Date	Num	Name	Memo	Amount
Total 1104SOC · Social Services					136.72
Total 1104 · Aging Services - Expenditures					7,304.06
3034 · Road Maintenance - Expenditures					
3034ROD · Road Maintenance					
3034610 · Street Lighting					
Bill	03/27/2022	3/8-4/6	Com Ed 152	Street Lighting Berner Dr Monthly Charges 3/8-4/6	260.36
Total 3034610 · Street Lighting					260.36
Total 3034ROD · Road Maintenance					260.36
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Bill	03/27/2022	Inv# SS...	Alta Equipment Company	Inv# SS4/22669 Rider Mower Prev Maint & Repairs	1,866.54
Total 3034609 · Maintenance Vehicles & Equip					1,866.54
Total 303EQM · Equipment					1,866.54
Total 3034 · Road Maintenance - Expenditures					2,126.90
TOTAL					**13,157.19**

Hanover Township
Board Audit Report - FY23
May 3 - 16, 2022

Type	Date	Num	Name	Memo	Amount
1014 · Town Fund - Expenditures					
101CAP · Capital Expenditures					
1014430 · Computer Equipment & Software					
Check	05/10/2022	146545	ProxIT Technology Solutions	Inv# 22991 April 2022 Labor and Trip Svcs, Office 365 Email, Anti-Virus	8,638.19
Check	05/13/2022	146561	Access 1 Source	Inv# 95692 Time & Attendance Monthly Software Fee	274.50
Total 1014430 · Computer Equipment & Software					8,912.69
Total 101CAP · Capital Expenditures					8,912.69
101CHN · Community Health					
1014452 · Office Supplies					
Check	05/10/2022	146494	Accurate Office Supply Co	Inv# 568661 Office Supplies	63.66
Total 1014452 · Office Supplies					63.66
1014453 · Printing					
Check	05/03/2022	146386	COTG	Inv# 3530703 Overage Copy Charges 3/25-4/24	7.85
Check	05/13/2022	146564	Braden Interact Business (DD6308370301-1)	Inv# 778287 Copy Charges April LL	5.98
Total 1014453 · Printing					13.83
1014454 · Travel & Training					
Check	05/10/2022	146538	Kramer, James	Mileage Reimbursement April 2022	58.21
Check	05/13/2022	146557	Tyrrell, Sarah J	Mileage Reimbursement April 2022	45.92
Total 1014454 · Travel & Training					104.13
1014457 · Furniture and Computer Equip					
Check	05/03/2022	146390	Quench USA, Inc.	Inv# 3956447 Water Cooler Rental May-July	62.46
Check	05/13/2022	146565	Leaf (618-008)	Inv# 13186554 Copier Lease Lower Level	60.00
Total 1014457 · Furniture and Computer Equip					122.46
1014459 · Professional Services					
Check	05/10/2022	146519	Quest Diagnostics	Inv# 9198341661 Lab Services	156.65
Total 1014459 · Professional Services					156.65
Total 101CHN · Community Health					460.73
101CVA · Community Affairs					
101CMA · Community Relations					
1014614 · Printing					
Check	05/03/2022	146383	Braden Interact Business (DDElgin-IBP)	Inv# 778193 Copy Charges	17.90
Total 1014614 · Printing					17.90
1014624 · Travel					
Check	05/10/2022	146541	Smith, Celeste	Mileage Reimbursement April	19.83

Type	Date	Num	Name	Memo	Amount
	Total 1014624 · Travel				19.83
	1014627 · Community Affairs				
Check	05/10/2022	146512	Hoffman Estates Chamber of Commerce	Inv# 54740 Membership	250.00
Check	05/13/2022	146577	Universal Marketing, LLC	Inv# 7107 Township Pens	871.40
	Total 1014627 · Community Affairs				1,121.40
	Total 101CMA · Community Relations				1,159.13
	Total 101CVA · Community Affairs				1,159.13
	101ES · ES - Expenditures				
	1014803 · Uniforms				
Check	05/10/2022	146495	Air One Equipment, Inc.	Inv# 180623 Helmets (3)	145.00
Check	05/10/2022	146520	Ray O'herron Co., Inc.	Inv# 2168231 Uniform Shirts (2) / Badge	172.98
Check	05/10/2022	146520	Ray O'herron Co., Inc.	Inv# 2190711 Uniform Pants	109.99
Check	05/10/2022	146520	Ray O'herron Co., Inc.	Inv# 2190775 Uniform Stars	14.99
Check	05/10/2022	146520	Ray O'herron Co., Inc.	Inv# 2190973 Uniform Pants/Shirt/Nameplate/Belt/Tie	278.79
Check	05/10/2022	146520	Ray O'herron Co., Inc.	Inv# 2190972 Uniform Pants/Shirt/Nameplate/Belt Tie	237.85
	Total 1014803 · Uniforms				959.60
	1014809 · Pre-Volunteer Screening				
Check	05/10/2022	146514	Midwest Service Corporation	Inv# 6916 Drug Tests	747.00
	Total 1014809 · Pre-Volunteer Screening				747.00
	1014813 · Vehicle Fuel & Maintenance				
Check	05/10/2022	146506	Friendly Ford, Inc	Inv# C80823 Coolant Pump/Drive Belt Repair	1,476.05
Check	05/10/2022	146506	Friendly Ford, Inc	Inv# C80947 Battery	187.69
	Total 1014813 · Vehicle Fuel & Maintenance				1,663.74
	1014814 · Communications				
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	50.04
Check	05/10/2022	146515	Motorola Solutions Starcom21 Network	Inv# 6497820220401 Monthly Radio Fee May 2022	500.00
Check	05/10/2022	146516	Motorola Solutions Inc	Inv# 8230365452 Radio Installation	1,040.00
	Total 1014814 · Communications				1,590.04
	Total 101ES · ES - Expenditures				4,960.38
	101ISE · Insurance & Employee Benefits				
	1014503 · General Insurance				
Check	05/10/2022	146544	Illinois Counties Risk Management Trust	Inv# 29779/29919 Town Property, Liability, Workers Comp Premium	66,571.00
Check	05/13/2022	146547	Arachas Group LLC	Inv# 22918 Annual Supervisor Bond	8,430.00
	Total 1014503 · General Insurance				75,001.00
	Total 101ISE · Insurance & Employee Benefits				75,001.00

Type	Date	Num	Name	Memo	Amount
101LEA · Legal & Auditing					
1014502 · Legal Services					
Check	05/13/2022	146582	Airdo Werwas LLC	Inv# 190-0005-36191 Legal Fees April 22	11,332.80
Check	05/13/2022	146582	Airdo Werwas LLC	Inv# 190-0001-36079 Legal Fees April 22	10,790.88
Check	05/13/2022	146582	Airdo Werwas LLC	Inv# 190-0001 -36081 Legal Fees April 22	2,460.00
Check	05/13/2022	146582	Airdo Werwas LLC	Inv# 190-0001-36082 Legal Fees April 22	3,323.50
Total 1014502 · Legal Services					27,907.18
Total 101LEA · Legal & Auditing					27,907.18
101MAIN · Facilities Maintenance					
1014205 · Janitorial Supplies					
Check	05/03/2022	146392	State Industrial Products	Inv# 902417233 Dilution System Floor Soap	173.71
Total 1014205 · Janitorial Supplies					173.71
1014210 · Building Maintenance - Town					
Check	05/03/2022	146387	Fox Valley Fire & Safety	Inv# 515313 Town Hall Annual Fire Alarm Inspection	757.00
Check	05/10/2022	146496	Anderson Pest Solutions	Inv# 22805953 Pest Control Maintenance May - Town	75.00
Check	05/10/2022	146496	Anderson Pest Solutions	Inv# 22811495 Pest Control Maintenance May - ESHQ	65.00
Check	05/10/2022	146521	Reinke Interior Supply	Inv# 30011899 Ceiling Tiles for Town Hall	108.35
Total 1014210 · Building Maintenance - Town					1,005.35
1014211 · Building Maintenance - Senior					
Check	05/03/2022	146382	Bob's Window & Door Installations Inc	Senior Center Windows	250.00
Check	05/10/2022	146496	Anderson Pest Solutions	Inv# 22805951 Pest Control Maintenance May	75.00
Total 1014211 · Building Maintenance - Senior					325.00
1014212 · Building Maintenance - Astor					
Check	05/10/2022	146496	Anderson Pest Solutions	Inv# 22805952 Pest Control Maintenance May	65.00
Total 1014212 · Building Maintenance - Astor					65.00
1014213 · Equipment Maintenance - Town					
Check	05/10/2022	146503	Cummins Sales and Service	Inv# F2-22278 Town Hall Emergency Generator Quarterly Maintenance	519.14
Total 1014213 · Equipment Maintenance - Town					519.14
1014214 · Equipment Maintenance - Senior					
Check	05/03/2022	146387	Fox Valley Fire & Safety	Inv# 515237 Sr Ctr Dry Sprinkler System Pipe Leak Repairs	1,695.81
Check	05/03/2022	146387	Fox Valley Fire & Safety	Inv# 515943 Sr Ctr Kitchen Range Hood Inspection	154.00
Check	05/10/2022	146493	A + Exhaust Hood & Duct Cleaning Inc	Inv# 23795 Annual Range Hood Cleaning	300.00
Check	05/10/2022	146518	Petrochoice LLC	Inv# 50885934 Fuel for Emergency Generator	1,628.03
Total 1014214 · Equipment Maintenance - Senior					3,777.84
1014218 · Vehicle Maintenance - Town					
Check	05/10/2022	146524	Suburban Tire Auto Care Centers	Inv# 0524172 Rear Brake Repairs Maint Transit Van	530.50

Type	Date	Num	Name	Memo	Amount
Total 1014218 · Vehicle Maintenance - Town					530.50
1014221 · Cell Phone/Communications					
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	216.06
Check	05/10/2022	146515	Motorola Solutions Starcom21 Network	Inv# 6497820220401 Monthly Radio Fee May 2022	88.00
Total 1014221 · Cell Phone/Communications					304.06
1014225 · Grounds/Reserve Maintenance					
Check	05/10/2022	146522	Russo Power Equipment	Inv# SPI10943239 Pallet of Sidewalk Ice Melt	392.00
Total 1014225 · Grounds/Reserve Maintenance					392.00
1014227 · Miscellaneous					
Check	05/10/2022	146526	Verify (XHANOV)	Inv# 1462231 Background Checks April 2022	132.00
Total 1014227 · Miscellaneous					132.00
1014230 · Trash Removal - Izaac					
Check	05/10/2022	146510	Groot, Inc.	Acct 3107-54379 Inv# 8580367T107 Monthly Charges May 22	174.82
Total 1014230 · Trash Removal - Izaac					174.82
Total 101MAIN · Facilities Maintenance					7,399.42
101THE · Town Hall Expense					
1014402 · Telephone - Town					
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	36.03
Total 1014402 · Telephone - Town					36.03
1014403 · Utilities - Town					
Check	05/13/2022	146571	Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 3/17-4/17	745.41
Check	05/13/2022	146578	Village of Bartlett	Acct# 63818 Bill# 243345 Water/Sewer Runzel Reserve	30.58
Check	05/13/2022	146578	Village of Bartlett	Acct# 51470 Bill# 237334 Water/Sewer	181.12
Total 1014403 · Utilities - Town					957.11
1014405 · Internet Access - Town					
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	36.01
Total 1014405 · Internet Access - Town					36.01
1014416 · Equipment Rental - Town					
Check	05/03/2022	146384	Canteen Refreshment Services	Acct# 00002 Inv# 151091 Water Machine Rental 4/25-5/22	48.10
Total 1014416 · Equipment Rental - Town					48.10
Total 101THE · Town Hall Expense					1,077.25
101TOE · Town Office Expense					
1014401 · Postage					

Type	Date	Num	Name	Memo	Amount
Check	05/10/2022	146505	Easy Permit Postage	Postage Refill	2,540.89
Total 1014401 · Postage					2,540.89
1014406 · Printing					
Check	05/10/2022	146497	Braden Interact Business (DD6303723780)	Inv# 779032 Copy Charges April 22	464.66
Total 1014406 · Printing					464.66
1014412 · Travel Expenses					
Check	05/03/2022	146385	Callahan, Suzanna M	Mileage Reimbursement April 22	35.69
Total 1014412 · Travel Expenses					35.69
1014414 · Memberships, Subs & Publication					
Check	05/10/2022	146525	Township Supervisors of Cook County	Annual Membership Dues 5/1/22-4/30/23: Spvr McGuire	100.00
Total 1014414 · Memberships, Subs & Publication					100.00
1014420 · Pre-Employment Charges					
Check	05/10/2022	146526	Verify (XHANOV)	Inv# 1462231 Background Checks April 2022	18.00
Total 1014420 · Pre-Employment Charges					18.00
1014429 · Miscellaneous					
Check	05/10/2022	146530	West Pier Laundry Streamwood	Inv# 3230 Board Meeting Tablecloths	24.60
Total 1014429 · Miscellaneous					24.60
1014530 · Financial Administration					
Check	05/03/2022	146397	Governmental Accounting, Inc	Inv# 59181 Monthly Contract Billing May 2022	5,400.00
Total 1014530 · Financial Administration					5,400.00
1014532 · Committee on Youth					
Check	05/13/2022	146560	Streamwood High School	Inv# 220401 Celebration of Leadership Catering (70)	811.50
Total 1014532 · Committee on Youth					811.50
1014534 · Passport Services					
Check	05/13/2022	146576	Staples	Inv# 3505950140 Receipt books/Mailing labels	52.33
Total 1014534 · Passport Services					52.33
Total 101TOE · Town Office Expense					9,447.67
104ASR · Assessor's Division					
1044405 · Office Supplies					
Check	05/10/2022	146523	Staples	Inv# 3505950137 Toner	272.49
Total 1044405 · Office Supplies					272.49
1044407 · Printing					

Type	Date	Num	Name	Memo	Amount
Check	05/13/2022	146568	Image Systems & Business Solutions	Inv# 358965 Copy Charges	9.67
Total 1044407 · Printing					9.67
1044413 · Travel Expense					
Check	05/10/2022	146535	Glascott, Patricia A	Mileage Reimbursement 4/29	39.34
Total 1044413 · Travel Expense					39.34
1044419 · Training					
Check	05/10/2022	146532	Illinois Property Assessment Institute	Inv# 289146 Introduction to Assessment Workshop - S Silverstein	325.00
Total 1044419 · Training					325.00
Total 104ASR · Assessor's Division					646.50
109YFS · Youth & Family Services					
109ADM · Administration & Clinical					
1094612 · Consulting Fees					
Check	05/13/2022	146559	Vince Walsh-Rock	Inv# 05 YFS Monthly Consulting	300.00
Total 1094612 · Consulting Fees					300.00
1094617 · Equipment Maintenance					
Check	05/13/2022	146566	De Lage Landen Financial Services	Inv# 76229007 Copier Lease 5/15-6/14	179.06
Total 1094617 · Equipment Maintenance					179.06
1094618 · Psychiatric Backup					
Check	05/13/2022	146562	Alexian Bros (Psych Bkp) Behavior Health	Psychiatric Backup April 2022	960.00
Total 1094618 · Psychiatric Backup					960.00
1094621 · Recruitment and Pre Emplyment					
Check	05/10/2022	146527	Verify (XHANYF)	Inv# 1462232 Background Checks April 2022	18.00
Total 1094621 · Recruitment and Pre Emplyment					18.00
1094623 · Travel					
Check	05/10/2022	146534	Garcia, Genesis	Mileage Reimbursement April 2022	32.76
Check	05/13/2022	146558	Gomez, Patricia	Mileage Reimbursement April 2022	19.31
Total 1094623 · Travel					52.07
Total 109ADM · Administration & Clinical					1,509.13
109OUT · Outreach & Prevention					
1094644 · Travel					
Check	05/10/2022	146537	Konzal, Tessa	Mileage Reimbursement April	142.74
Check	05/10/2022	146539	Litz, Danielle	Mileage Reimbursement April	180.77
Check	05/10/2022	146540	McSheffrey, Ryan K	Mileage Reimbursement April	61.43

Type	Date	Num	Name	Memo	Amount
Check	05/10/2022	146542	Trujillo, Gisel	Mileage Reimbursement April	122.85
	Total 1094644 · Travel				507.79
	1094651 · Cellphones				
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	196.99
	Total 1094651 · Cellphones				196.99
	Total 109OUT · Outreach & Prevention				704.78
	Total 109YFS · Youth & Family Services				2,213.91
	Total 1014 · Town Fund - Expenditures				139,185.86
	1104 · Aging Services - Expenditures				
	1104ADM · Administration				
	1104524 · Utilities				
Check	05/13/2022	146572	Nicor 53	Acct# 53-90-98-7636 8 Monthly Charges 3/25-4/25	1,671.73
Check	05/13/2022	146578	Village of Bartlett	Acct# 62447 Bill# 242934 Water/Sewer	208.44
	Total 1104524 · Utilities				1,880.17
	1104525 · Telephone & High Speed Internet				
Check	05/03/2022	146394	Verizon Wireless (00002)	Acct 742025529-002 Monthly Charges 4/19-5/18	60.88
	Total 1104525 · Telephone & High Speed Internet				60.88
	1104527 · Equipment				
Check	05/03/2022	146390	Quench USA, Inc.	Inv# 3956447 Water Cooler Rental May-July	187.38
Check	05/13/2022	146565	Leaf (618-008)	Inv# 13186554 Copier Lease Lower Level	60.00
Check	05/13/2022	146575	Pitney Bowes Global Financial Services	Inv# 3105480147 Postage Machine Quarterly Lease 3/4-6/3	373.32
	Total 1104527 · Equipment				620.70
	1104528 · Office Supplies				
Check	05/13/2022	146563	Accurate Office Supply Co	Inv# 569078 Copy Paper/Legal Pads/Coffee	187.66
	Total 1104528 · Office Supplies				187.66
	1104529 · Postage				
Check	05/10/2022	146505	Easy Permit Postage	Postage Refil	500.00
	Total 1104529 · Postage				500.00
	1104533 · Printing				
Check	05/03/2022	146386	COTG	Inv# 3530703 Overage Copy Charges 3/25-4/24	192.61
Check	05/13/2022	146564	Braden Interact Business (DD6308370301-1)	Inv# 778287 Copy Charges April	37.90
	Total 1104533 · Printing				230.51
	1104542 · Senior Home Care Pilot Program				

Type	Date	Num	Name	Memo	Amount
Check	05/03/2022	146388	Lloyd, Renee A.	Home Care Visit Mileage Reimbursement	24.79
Check	05/03/2022	146395	Watson-Goddard, Karen	Home Care Visit Mileage Reimbursement	64.88
Check	05/03/2022	146396	Wells, Kathleen	Home Care Visit Mileage Reimbursement	76.69
Check	05/10/2022	146526	Verify (XHANOV)	Inv# 1462231 Background Checks April 2022	44.00
Check	05/10/2022	146543	Wells, Kathleen	Home Care Visit Mileage Reimbursement	38.43
Total 1104542 · Senior Home Care Pilot Program					248.79
Total 1104ADM · Administration					3,728.71
1104NUT · Nutrition					
1105551 · Congregate Food					
Check	05/10/2022	146507	Get Fresh Produce, Inc	Congregate Food	521.29
Check	05/10/2022	146509	Gordon Food Service	Congregate Food	1,489.85
Check	05/13/2022	146567	Get Fresh Produce, Inc	Congregate Food	266.83
Total 1105551 · Congregate Food					2,277.97
1105553 · Congregate Supplies					
Check	05/10/2022	146507	Get Fresh Produce, Inc	Congregate Supplies	47.15
Check	05/10/2022	146509	Gordon Food Service	Congregate Supplies	301.41
Check	05/10/2022	146530	West Pier Laundry Streamwood	Inv# 3223 Laundry Service Dish Towels/Tablecloths	18.30
Check	05/13/2022	146567	Get Fresh Produce, Inc	Congregate Supplies	153.08
Total 1105553 · Congregate Supplies					519.94
1105558 · Home Delivered Meals Food					
Check	05/10/2022	146507	Get Fresh Produce, Inc	HDM Food	521.26
Check	05/10/2022	146509	Gordon Food Service	HDM Food	1,489.84
Check	05/10/2022	146546	Pur Foods LLC dba Mom's Meals	Inv# MM04302022-HT Special Dietary Meals (766) April	5,138.36
Check	05/13/2022	146567	Get Fresh Produce, Inc	HDM Food	266.82
Total 1105558 · Home Delivered Meals Food					7,416.28
1105560 · Home Delivered Meals Supplies					
Check	05/10/2022	146507	Get Fresh Produce, Inc	HDM Supplies	47.15
Check	05/10/2022	146509	Gordon Food Service	HDM Supplies	301.39
Check	05/10/2022	146530	West Pier Laundry Streamwood	Inv# 3223 Laundry Service Dish Towels/Tablecloths	18.30
Check	05/13/2022	146567	Get Fresh Produce, Inc	HDM Supplies	153.07
Total 1105560 · Home Delivered Meals Supplies					519.91
Total 1104NUT · Nutrition					10,734.10
1104PRO · Enrichment Programs					
1104515 · Programming					
Check	05/03/2022	146393	The Barefoot Hawaiian, Inc.	Contract# 72522HTSC Summer Party Entertainment 7/25/22	350.00
Check	05/10/2022	146508	Giuseppa Crisopulli	In the Kitchen Supplies	116.78
Check	05/13/2022	146553	Giuseppa Crisopulli	In the Kitchen Program Supplies	106.42
Check	05/13/2022	146563	Accurate Office Supply Co	Inv# 569171 Program Refreshments	54.18

Type	Date	Num	Name	Memo	Amount
Total 1104515 · Programming					627.38
1104520 · Volunteer Services					
Check	05/03/2022	146391	Wayne Ruttenburg	Home Deliveres Meals Mileage Reimbursement 3/30-4/29 2022	104.13
Check	05/10/2022	146528	Verify (XHTSSE)	Inv# 1462244 Background Checks April 2022	150.00
Check	05/13/2022	146551	Dorothy Archer	Home Delivered Meals Mileage Reimbursement April 2022	90.44
Check	05/13/2022	146552	Lawrence Boquist	Home Delivered Meals Mileage Reimbursement April 2022	41.24
Check	05/13/2022	146554	Robert Martin	Home Delivered Meals Mileage Reimbursement April 2022	146.84
Check	05/13/2022	146555	Mary Wojtczak	Home Delivered meals Mileage Reimbursement April 2022	47.27
Total 1104520 · Volunteer Services					579.92
Total 1104PRO · Enrichment Programs					1,207.30
1104SOC · Social Services					
1104516 · Social Services					
Check	05/10/2022	146533	Domingo, Frances	Caregiver Support Group Refreshments 4/27/22	14.29
Total 1104516 · Social Services					14.29
Total 1104SOC · Social Services					14.29
1104TRN · Transportation					
1104518 · Vehicle Maintenance					
Check	05/10/2022	146502	Complete Fleet Services Inc.	Inv# 36039 Steering Tie Rods	1,106.02
Check	05/10/2022	146513	Midas Auto Service Experts	Inv# 4268084 Tailpipe Repair Bus# 147	111.85
Check	05/13/2022	146569	Kammes Auto & Truck Repair, Inc.	Inv# 137456 Alternator Light/Steering Repair	399.80
Total 1104518 · Vehicle Maintenance					1,617.67
1104550 · Telephone					
Check	05/10/2022	146529	Verizon Wireless	Inv# 9904466634 Monthly Charges 4/19-5/18	444.35
Total 1104550 · Telephone					444.35
Total 1104TRN · Transportation					2,062.02
Total 1104 · Aging Services - Expenditures					17,746.42
2024 · Human Services - Expenditures					
2024ADM · Administration					
2024202 · Office Supplies					
Check	05/13/2022	146576	Staples	Inv# 3505950139 Toner	108.44
Check	05/13/2022	146576	Staples	Inv# 3505950138 Toner	118.85
Check	05/13/2022	146576	Staples	Inv# 3505950136 Credit	-79.98
Total 2024202 · Office Supplies					147.31
2024205 · Travel & Training					
Check	05/10/2022	146536	Imperato, Mary Jo	Mileage St Charles Vet Center 4/26	15.27
Check	05/10/2022	146536	Imperato, Mary Jo	Mileage GATI 5/6	60.72

Type	Date	Num	Name	Memo	Amount
Total 2024205 · Travel & Training					75.99
2024210 · Printing					
Check	05/13/2022	146570	Kwik Print	Inv# 71045 Business Cards - L. Orozco	45.30
Total 2024210 · Printing					45.30
Total 2024ADM · Administration					268.60
202PAN · Pantry					
1014161 · Utilities					
Check	05/13/2022	146573	Nicor 65	Acct# 65-08-57-1000 5 (Meter 1) Monthly Charges 3/16-4/13	43.05
Check	05/13/2022	146574	Nicor 75	Acct# 75-08-57-1000 4 (Meter 2) Monthly Charges 3/16-4/13	165.29
Check	05/13/2022	146579	Village of Hanover Park	Acct 3940-001 Water/Sewer	52.76
Total 1014161 · Utilities					261.10
Total 202PAN · Pantry					261.10
Total 2024 · Human Services - Expenditures					529.70
3034 · Road Maintenance - Expenditures					
3034ADM · Administration					
3034701 · Legal					
Check	05/13/2022	146582	Airdo Werwas LLC	Inv# 190-001-35885 Legal Fees Feb 22	1,444.10
Total 3034701 · Legal					1,444.10
3034702 · Insurance					
Check	05/10/2022	146544	Illinois Counties Risk Management Trust	Inv# 29779/29919 Road Maint Property, Liability, Workers Comp Premium	15,000.00
Total 3034702 · Insurance					15,000.00
3034710 · Commmunity Affairs					
Check	05/03/2022	146381	Battery Solutions	Inv# A763486 Battery Recycling Program	617.44
Total 3034710 · Commmunity Affairs					617.44
3034711 · Utilities					
Check	05/10/2022	146499	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges/Supply Services 4/4-5/3	119.48
Check	05/10/2022	146500	Com Ed 039	Acct# 7826007039 Monthly Charges 4/4-5/3	16.28
Total 3034711 · Utilities					135.76
Total 3034ADM · Administration					17,197.30
3034ROD · Road Maintenance					
3034602 · Operating Supplies & Materials					
Check	05/10/2022	146515	Motorola Solutions Starcom21 Network	Inv# 6497820220401 Monthly Radio Fee May 2022	88.00
Total 3034602 · Operating Supplies & Materials					88.00

Type	Date	Num	Name	Memo	Amount
3034610 · Street Lighting					
Check	05/10/2022	146498	Com Ed 051	Acct# 5619024051 Monthly Charges 3/30-4/28	79.48
Check	05/10/2022	146501	Com Ed 076	Acct# 7742763076 Monthly Charges 4/4-5/3	72.07
Check	05/10/2022	146531	Wood Dale Electrical Const., Inc.	Inv# 231 LED Street Lamp Bulb Replacement	316.00
Total 3034610 · Street Lighting					467.55
Total 3034ROD · Road Maintenance					555.55
303EQM · Equipment					
3034609 · Maintenance Vehicles & Equip					
Check	05/03/2022	146380	Alta Equipment Company	Inv# SP4-48316 Repair Parts	195.14
Total 3034609 · Maintenance Vehicles & Equip					195.14
Total 303EQM · Equipment					195.14
Total 3034 · Road Maintenance - Expenditures					17,947.99
4045 · Comm/SR Citizens Svcs - Expense					
4045105 · Soda/Snack Vending					
Check	05/13/2022	146556	Conway, Megan A	Vending Machine Inventory	225.97
Total 4045105 · Soda/Snack Vending					225.97
Total 4045 · Comm/SR Citizens Svcs - Expense					225.97
5054 · Mental Health - Expenditures					
5054COM · HT Community Resource Center					
5054210 · Utilities					
Check	05/10/2022	146511	Groot, Inc (114943)	Acct# 3107-114943 Monthly Charges May 2022	151.28
Total 5054210 · Utilities					151.28
5054213 · Janitorial					
Check	05/13/2022	146584	JaniKing	Inv# CHC05220214 Monthly Billling	414.00
Total 5054213 · Janitorial					414.00
Total 5054COM · HT Community Resource Center					565.28
5054SVC · Service Contracts					
5054123 · Easter Seals					
Check	05/13/2022	146548	Easter Seals DuPage & Fox Valley Region	Medical Rehabilitative Support	7,637.75
Total 5054123 · Easter Seals					7,637.75
5054146 · Bridge YFS Crisis Intervention					
Check	05/13/2022	146585	The Bridge Youth & Family Services	Crisis Services April 2022	157.83
Total 5054146 · Bridge YFS Crisis Intervention					157.83

Type	Date	Num	Name	Memo	Amount
5054204 · Easter Seals Family Support					
Check	05/10/2022	146504	Easter Seals DuPage & Fox Valley Region	Family Support Services April 2022	718.75
Total 5054204 · Easter Seals Family Support					718.75
Total 5054SVC · Service Contracts					8,514.33
Total 5054 · Mental Health - Expenditures					9,079.61
7004 · Vehicle Replcmnt - Expenditures					
7004540 · Bus Purchase					
Check	05/10/2022	146517	Pace	Inv# 604754 Bus Lease May 2022	100.00
Check	05/10/2022	146517	Pace	Inv# 604763 Bus Lease May 2022	100.00
Total 7004540 · Bus Purchase					200.00
Total 7004 · Vehicle Replcmnt - Expenditures					200.00
8084 · Capital Projects - Expenditures					
8084414 · Emergency Services Station					
Check	05/13/2022	146583	Com Ed	Campus Expansion Electrical Service	1,000.00
Check	05/13/2022	146586	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	105.12
Check	05/13/2022	146587	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	104.02
Check	05/13/2022	146588	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	47.39
Check	05/13/2022	146589	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	46.93
Check	05/13/2022	146590	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	11,651.52
Check	05/13/2022	146591	Cook County Treasurer	Tiknis Campus Expansion Taxes Paid at Closing	13,363.34
Total 8084414 · Emergency Services Station					26,318.32
Total 8084 · Capital Projects - Expenditures					26,318.32
TOTAL					**211,233.87**

HANOVER TOWNSHIP

Minutes of a Rescheduled Meeting of the
Hanover Township Board
240 S. State Route 59, Bartlett 60103
Monday, May 2, 2022**DRAFT**

I. Call to Order/Roll Call: Supervisor McGuire called the Board meeting to order at 7:00 p.m.

Clerk Dolan Baumer called the roll; present were Clerk Dolan Baumer, and Trustees Beattie, Essick, Camacho, and Martinez, and Supervisor McGuire.

Others present were Assessor Khaja Moinuddin, Facilities and Road Maintenance Director Caleb Hanson, Aging Services Director Megan Conway, Emergency Services Director Mike Crews, Assistant Administrator Kristin Vana, Administrator James Barr, Administrative Assistant Hailey Matich, and Attorney Mike Airdo. Also present were Senior Citizens Services Committee Vice Chairman Larry Bretz and members from the Hanover Township Emergency Services unit.

II. Pledge of Allegiance: Supervisor McGuire invited everyone to stand and join him in the Pledge of Allegiance to the Flag.

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 were no responses. Mr. McGuire closed the Town Hall.

IV. Presentations:

A. Emergency Services Officers Oath of Office: Clerk Dolan Baumer administered the oath of office to new Emergency Service volunteer unit members Calvin Leiser and Matthew Jensen.

B. Recognition of Emergency Services Cadets was made by the Board to Mr. Anthony Greco and Miss Ali Mariam Laila.

V. Reports:

A. Supervisor's Report: The Supervisor offered not report this evening.

B. Clerk's Report: Clerk Dolan Baumer reported that the annual Township Officials of Cook County meeting would be held on June 15, a combination Zoom and in-person meeting, with Schaumburg Township hosting, tentatively featuring retired Hanover Park Fire Chief Craig Haigh.

C. Assessor's Report: Assessor Moinuddin offered no report this evening.

D. Trustee Liaison Committee Reports: Trustee Beattie reminded the Board of the Celebration of Leadership coming up on May 17.

VI. Bill Paying: Mr. Barr presented the bills for payment from April 19, 2022 through May 2, 2022 as follows:

a.	Town	$22,178.03
b.	Senior Services	30,500.21
c.	General Assistance	9,841.74
d.	Road Maintenance	17,088.93
e.	Mental Health Board	7,635.27
f.	Vehicle	5,029.00
e.	Capital	10,389.18
	Total	$102,662.36

A motion was made by Trustee Martinez and seconded by Trustee Beattie to approve payment of the bills as presented from April 19, 2022 through May 2, 2022. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried and the bills will be paid.

VII. Unfinished Business: No unfinished business was discussed.

VIII. New Business:

A. Regular Meeting Minutes of April 19, 2022: Clerk Dolan Baumer presented the Board meeting minutes of April 19, 2022 for review and approval. Trustee Essick moved to approve the Board

meeting minutes of April 19, 2022 as presented; motion seconded by Trustee Camacho. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

B. Resolution Declaring May as Older Americans Month: Trustee Beattie moved that the Board approve the resolution declaring May as Older American Month. Trustee Martinez seconded the motion. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

C. Resolution to approve a Financing Commitment by Barrington Bank and Trust Company: Trustee Camacho moved to approve resolution #050222 approving of a financing commitment by Barrington Bank and Trust Company; Trustee Essick seconded the motion. Administrator Barr noted that by approving this resolution, the Township is in effect locking in the current interest rate. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

D. Resolution to approve a Professional Services Agreement with Thomas Engineering Group, LLC: Trustee Martinez moved to approve resolution #0502221 approving of a professional services agreement with Thomas Engineering Group, LLC.; Trustee Beattie seconded the motion. Thomas Engineering would be the construction management firm for the infrastructure of the annexed property. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

E. Resolution to Approve an Intergovernmental Agreement with the Bartlett Fire Protection District: Trustee Beattie moved to approve resolution #0502222 approving of an intergovernmental agreement with the Bartlett Fire Protection District; Trustee Camacho seconded the motion. This agreement, noted Administrator Barr, is for the plowing and salt at $50 per hour for materials and labor. Roll call: Ayes: Trustees Beattie, Martinez, Camacho, and Essick, and Supervisor McGuire. Nays: None. Motion carried.

IX. Executive Session: No motion to go into Executive Session was made.

X. Other Business: Administrator Barr reported that Director Ryan Dickenson would be interim Director while Director Houdek is out. Rich Township is scheduled for a visit of Hanover Township in the coming weeks.

XI. Adjournment: There being no further business to come before this Board, a motion to adjourn at 7:19 p.m. was made by Trustee Beattie and seconded by Trustee Martinez, followed by a roll call vote. Roll call: Ayes: Trustees Beattie, Camacho, Martinez, and Essick, and Supervisor McGuire. Nays: None. Motion carried and the meeting was adjourned.

Respectfully submitted,

Katy Dolan Baumer
Clerk

Copy: Supervisor, Administrator, Attorney, (4) Trustees, and Assessor, Aging Services, Human Services, Y&F Services, Community Affairs

MINUTES of a regular public meeting of the Township Board of Hanover Township, Cook County, Illinois, held in the Hanover Township Senior Center, 240 S. Route 59, Bartlett, Illinois, in said Township at 7:00 o'clock P.M., on the 17th day of May, 2022.

* * *

The meeting was called to order by the President, and upon the roll being called, Brian P. McGuire, the Supervisor, and the following members were physically present at said location:_____

_____

_____

The following members were allowed by a majority of the members of the Township Board in accordance with and to the extent allowed by rules adopted by the Township Board to attend the meeting by video or audio conference: _____

_____

No member was not permitted to attend the meeting by video or audio conference.

The following members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Supervisor then announced that a proposal had been received from Barrington Bank & Trust Company, N.A., Barrington, Illinois, for the purchase of $3,000,000 Debt Certificates, Series 2022, to be issued by the Township pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Township Board would consider the adoption of an ordinance providing for an Installment Purchase Agreement in order to pay the costs of capital projects in and for the Township, including building an emergency services center and projects related thereto, authorizing the issuance of said Certificates evidencing the rights to payment under said Agreement and providing for the sale of said Certificates. The Supervisor also summarized the

pertinent terms of said proposal and said Certificates, including the length of maturity, rates of interest and purchase price for said Certificates.

Whereupon Supervisor McGuire presented and the Township Clerk read by title an ordinance as follows, a copy of which was provided to each member of the Township Board prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Hanover Township, Cook County, Illinois, and for the issue of $3,000,000 Debt Certificates, Series 2022, of said Township evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

* * *

WHEREAS, Hanover Township, Cook County, Illinois (the *"Township"*), is a township and unit of local government of the State of Illinois (the *"State"*) operating, *inter alia*, under and pursuant to the Township Code of the State of Illinois, as amended (the *"Township Code"*), the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the *"Installment Purchase Provisions"*) and the other Omnibus Bond Acts of the State of Illinois, each as amended; and

WHEREAS, the Township Board of the Township (the *"Board"*) has considered the needs of the Township and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the Township in order to promote and protect the public health, welfare, safety and convenience of the residents of the Township to pay the costs of capital projects in and for the Township, including building an emergency services center and projects related thereto, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the *"Project"*), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance to be not less than $3,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the Township are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of $3,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the Township has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the Township will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the Township to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the *"Agreement"*); name as counter-party to the Agreement the Supervisor of the Township (the *"Supervisor"*), as nominee-seller; authorize the Supervisor as chief executive officer of the Township and the Township Clerk (the *"Clerk"*) to execute and attest, respectively, the Agreement on behalf of the Township and to file the same with the Clerk in his or her capacity as keeper of the records and files of the Township; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of $3,000,000:

NOW, THEREFORE, Be It Ordained by the Township Board of Hanover Township, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Authorize and Enter into Agreement and to Issue Certificates. It is necessary and advisable for the public health, safety, welfare, and convenience of the residents of the Township to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Appropriation. The Township hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the Township payable from any funds of the Township lawfully available for such purpose. The Township represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the Township, is within all statutory and constitutional debt limitations. The Township agrees to appropriate funds of the Township annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Supervisor is hereby authorized and directed to execute, and the Clerk is hereby authorized to attest, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Supervisor is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the Township records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. *Form of the Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Hanover Township, Cook County, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this *"Agreement"*) dated as of June 7, 2022, by and between the Supervisor of the Township (as hereinafter defined), as Nominee-Seller (the *"Seller"*), and Hanover Township, Cook County, Illinois, a township and unit of local government of the State of Illinois (the *"Township"*):

WITNESSETH

A. The Township Board of the Township (the *"Board"*) has determined to pay the costs of capital projects in and for the Township, including building an emergency services center and projects related thereto (the *"Project"*), all as previously approved by the Board and on file with the Township Clerk (the *"Clerk"*).

B. Pursuant to the provisions of the Township Code of the State of Illinois (the *Township Code"*), the Local Government Debt Reform Act of the State of Illinois (the *"Debt Reform Act"*), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the *"Installment Purchase Provisions"*), and all other Omnibus Bonds Acts of the State of Illinois, in each case, as supplemented and amended (collectively *"Applicable Law"*), the Township has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the Township will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 17th day of May, 2022, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the *"Ordinance"*) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

(a) incorporated herein by reference; and

(b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Township as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the Township.

2. CONVEYANCE

The Township conveys to the Seller any portion of the Project heretofore acquired by the Township and to be paid from proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the Township and to perform all necessary work and convey all necessary equipment; and the Township agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed $3,000,000, plus the amount of investment earnings which are earned on the amount deposited with the Supervisor from the sale

of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of $3,000,000, plus the amount of investment earnings which are earned on the amount deposited with the Supervisor from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of $3,000,000 of said purchase price shall:

(a) be payable in installments due on the dates and in the amounts;

(b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;

(c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Township.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the Township shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The Township hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Township payable from the general funds of the Township and such other sources of payment as are otherwise lawfully available. The Township represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Township, is within all statutory and constitutional debt limitations. The Township agrees to appropriate funds of the Township annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the Township, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE TOWNSHIP RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE TOWNSHIP OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the Township, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Clerk, and the Township has caused this Installment Purchase Agreement to be executed by the Supervisor as authorized officer of the Township to execute said Agreement, and also attested by the Clerk, and the official seal of the Township to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

Brian P. McGuire
as Nominee-Seller and the Supervisor

ATTEST:

_____
Township Clerk

[SEAL]

HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS

_____
Supervisor

ATTEST:

_____
Township Clerk

[SEAL]

Section 6. Certificate Details. For the purpose of paying the costs of the Project, there shall be issued and sold certificates of the Township in the principal amount of $3,000,000, which shall be designated "Debt Certificates, Series 2022" (the *"Certificates"*). The Certificates shall be dated the date of the issuance thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $100,000 each or integral multiples of $0.01 in excess thereof (subject to prior redemption as hereinafter set forth), shall become due and payable on June 1, 2032, and shall bear interest at the rate per annum of 3.25%.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually on June 1 and December 1 of each year, commencing December 1, 2022 in accordance with the schedule set forth in Section 8(b) hereof. Interest on each Certificate shall be paid by check or draft of Barrington Bank & Trust Company, N.A., Barrington, Illinois (the *"Certificate Registrar"*), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

The Certificates shall be executed on behalf of the Township by the manual or facsimile signature of the Supervisor and attested by the manual or facsimile signature of the Clerk, as they shall determine, and shall have impressed or imprinted thereon the seal or facsimile thereof of the Township. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the Township and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners. (a) *General.* The Township shall cause books (the *"Certificate Register"*) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Township. The Township is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Township for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Township shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar

for a like aggregate principal amount of Certificate or Certificates of other authorized denominations. The execution by the Township of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however,* the principal amount of outstanding Certificates authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Township or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 8. Redemption. (a) *Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the Township as a whole or in part in integral

multiples of $0.01 as determined by the Township (less than all of the Certificates to be selected by the Certificate Registrar), on any date at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Certificates shall be subject to mandatory redemption, in integral multiples of $0.01 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption dates. Mandatory redemption payments shall be made in accordance with the amortization schedule provided by the Purchaser, which provides for the following principal mandatory redemption payments and payments of the related interest payments on the dates as follows:

DATE	PRINCIPAL AMOUNT ($)	INTEREST AMOUNT ($)	DEBT SERVICE ($)
December 1, 2022	129,678.62	47,125.00	176,803.62
June 1, 2023	130,160.90	46,642.72	176,803.62
December 1, 2023	132,276.01	44,527.61	176,803.62
June 1, 2024	134,425.50	42,378.12	176,803.62
December 1, 2024	136,609.91	40,193.71	176,803.62
June 1, 2025	138,829.82	37,973.80	176,803.62
December 1, 2025	141,085.81	35,717.81	176,803.62
June 1, 2026	143,378.45	33,425.17	176,803.62
December 1, 2026	145,708.35	31,095.17	176,803.52
June 1, 2027	148,076.11	28,727.51	176,803.62
December 1, 2027	150,482.35	26,321.27	176,803.62
June 1, 2028	152,927.69	23,875.93	176,803.62
December 1, 2028	155,412.76	21,390.86	176,803.62
June 1, 2029	157,938.22	18,865.40	176,803.62
December 1, 2029	160,504.72	16,298.90	176,803.62
June 1, 2030	163,112.92	13,690.70	176,803.62
December 1, 2030	165,763.50	11,040.12	176,803.62
June 1, 2031	168,457.16	8,346.46	176,803.62
December 1, 2031	171,194.59	5,609.03	176,803.62
June 1, 2032 (maturity)	173,976.61	2,827.12	176,803.73

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the

mandatory redemption dates as the Township may determine. Upon the optional redemption of less than all of the Certificates, the holder of the Certificates shall supply the Township with a replacement schedule of amortization with respect to the remaining debt service which will provide for substantially equal semi-annual debt service payments during through the final maturity of the Certificates. Such schedule shall not modify the dates on which such payments are due from those set forth in the schedule set forth in this section. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in integral multiples of $0.01 (*"Redemption Amount"*). The Township shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any Redemption Amount shall be as likely to be called for redemption as any other such Redemption Amount. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the Township in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the Township by mailing the redemption notice by first class mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the Township shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Township, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or

prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Township shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the Township shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Township shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [12] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED
NO. 1

REGISTERED
$3,000,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

HANOVER TOWNSHIP

DEBT CERTIFICATE, SERIES 2022

See Reverse Side for Additional Provisions

Interest	Maturity	Dated
Rate: 3.25%	Date: June 1, 2032	Date: June 7, 2022

Registered Owner: BARRINGTON BANK & TRUST COMPANY, N.A.

Principal Amount: THREE MILLION DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Hanover Township, Cook County, Illinois (the *"Township"*), a township and political subdivision of the State of Illinois, hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2022, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of Barrington Bank & Trust Company, N.A., Barrington, Illinois, as certificate registrar and paying agent (the *"Certificate Registrar"*). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on

the registration books of the Township maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Township, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the Township payable from any funds of the Township legally available for such purpose, and that the Township shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE TOWNSHIP OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF, said Hanover Township, Cook County, Illinois, by its Township Board, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Supervisor and attested by the manual or duly authorized facsimile signature of its Township Clerk and its seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN
Supervisor

ATTEST:

SPECIMEN
Township Clerk

[SEAL]

Date of Authentication: June 7, 2022

CERTIFICATE
OF
AUTHENTICATION

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the Debt Certificates, Series 2022, of Hanover Township, Cook County, Illinois.

BARRINGTON BANK & TRUST COMPANY,
N.A.,
as Certificate Registrar

By SPECIMEN
Authorized Officer

Certificate Registrar and Paying Agent:
Barrington Bank & Trust Company,
N.A.
Barrington, Illinois

[Form of Certificate - Reverse Side]

HANOVER TOWNSHIP

COOK COUNTY, ILLINOIS

DEBT CERTIFICATE, SERIES 2022

[6] This Certificate is one of a series of certificates in the aggregate principal amount of $3,000,000 issued by the Township for the purpose of paying the costs of capital projects in and for the Township, including building an emergency services center and projects related thereto, all as described and defined in the ordinance authorizing the Certificates (the *"Ordinance"*), pursuant to and in all respect in compliance with the provisions of the Township Code of the State of Illinois, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois (*"Applicable Law"*), and with the Ordinance, which was duly passed by the Board on May 17, 2022, and approved by the Supervisor, in all respects as by law required. The Certificates issued by the Township in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the *"Agreement"*), dated as of June 7, 2022, entered into by and between the Township and its Supervisor, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] Certificates of the issue of which this Certificate is one are subject to redemption prior to maturity at the option of the Township as a whole or in part in integral multiples of $0.01 as determined by the Township (less than all the Certificates to be selected by lot by the Certificate Registrar), on any date at the redemption price of par plus accrued interest to the redemption date.

[8] The Certificates are subject to mandatory redemption as set forth in the Ordinance.

[9] Notice of any such redemption shall be sent by first class mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the Township maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Barrington, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Certificates are issued in fully registered form in the denomination of $100,000 each and integral multiples of $0.01 in excess thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[12] The Township and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Township nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

_____

attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Supervisor, and be by the Supervisor delivered to Barrington Bank & Trust Company, N.A., Barrington, Illinois (the *"Purchaser"*), upon receipt of the purchase price therefor, the same being par, plus accrued interest to date of delivery; the sale of the Certificates is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law, that the sale of the Certificates is in the best interests of the Township and that no

person holding any office of the Township, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Certificates; and the Certificates before being issued shall be registered and numbered, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The officers of the Board are hereby authorized to take any action as may be required on the part of the Township to consummate the transactions contemplated by this Ordinance and the Certificates.

Section 12. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "Debt Certificate Fund of 2022" (the *"Certificate Fund"*), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund of 2022" (the *"Project Fund"*), hereby created. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (*"Work Contracts"*) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that

each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the Township for same.

2. Pursuant to this Ordinance or subsequent ordinance or ordinances to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Ordinance, any such further ordinance or resolution and said Work Contracts shall be filed of record with the Clerk and the Supervisor. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the Township to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the Township for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Supervisor acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates. Funds on deposit in the Project Fund shall be invested by the appropriate officers of the Township in any lawful manner. Interest earnings on the Project Fund have not been earmarked or restricted by the Board for a designated purpose. Within sixty (60) days after full depletion of the Project Fund, the appropriate officers of the Township shall certify to the Board the fact of such depletion, and, upon approval of such certification by the Board, the Project Fund shall be closed.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the Township already in existence and in accordance with good

accounting practice; *provided, however,* that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the Township from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The Township hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The Township acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from Federal income taxation for interest paid on the Certificates, under present rules, the Township may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Township also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the Township responsible for issuing the Certificates, the same being the Supervisor and the Clerk, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the

Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the Township and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Township in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Township hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Certificates in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Certificates to reimburse said expenditures.

Section 15. Designation of Issue. The Township hereby designates each of the Certificates as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 17. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Supervisor and Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the Township and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Township upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificates as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Township at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the Township at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Township to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Certificates and other debt obligations of the Township, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Township or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Certificates, the *"Tax Advantaged Obligations"*). Further, it is necessary and in the best interest of the Township that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Township's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Township's Contracts (as hereinafter defined) to determine whether

the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Township hereby adopt the following Record-Keeping Policy:

(a) *Compliance Officer Is Responsible for Records.* The Supervisor (the *"Compliance Officer"*) is hereby designated as the keeper of all records of the Township with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts*. For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Township authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability*. The Compliance Officer shall review the agreements of the Township with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the Township has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records*. The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Township must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the Township is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Township, such retained records shall be kept for as long as the Tax Advantaged

Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Township, including any leases (the *"Contracts"*), with respect to the use of any property owned by the Township and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Township employees need not be retained.

(e) *IRS Examinations or Inquiries*. In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review*. The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training*. The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Township has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Township's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the *"Tax Agreements"*) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver*. The procedures described in this Section are only for the benefit of the Township. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Township may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Township also recognizes that these procedures may need to be revised in the event the Township enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 19. *Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 20. *Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted May 17, 2022.

_____

Supervisor, Hanover Township
Cook County, Illinois

Records in Township Records: May 17, 2022

ATTEST:

_____

Township Clerk, Hanover Township
Cook County, Illinois

EXHIBIT 1

WORK CONTRACTS

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Township Supervisor directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

_____

The following Trustees voted NAY: _____

Whereupon the Township Supervisor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Township Clerk to record the same in the records of the Township Board of Hanover Township, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
Township Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Township Clerk of Hanover Township, Cook County, Illinois (the *"Board"*), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 17th day of May, 2022, insofar as same relates to the adoption of an ordinance entitled:

> ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Hanover Township, Cook County, Illinois, and for the issue of $3,000,000 Debt Certificates, Series 2022, of said Township evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Township Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of May, 2022.

_____

Township Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Supervisor and Township Clerk of Hanover Township, Cook County, Illinois (the *"Township"*), and as such officers we do hereby certify that on the 17th day of May, 2022, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an ordinance adopted by the Board on the 17th day of May, 2022, and entitled:

> ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Hanover Township, Cook County, Illinois, and for the issue of $3,000,000 Debt Certificates, Series 2022, of said Township evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said ordinance and attached thereto as *Exhibit 1,* and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures, this 17th day of May, 2022.

_____
Supervisor

_____
Township Clerk

[SEAL]

RESOLUTION _____

A RESOLUTION
TO APPROVE THE AWARD OF THE CONTRACT FOR THE HANOVER TOWNSHIP EMERGENCY SERVICES STATION PROJECT

_____

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

SECTION ONE: AWARD. That the following total bid for the Hanover Township Emergency Services Station Project for the base bid work and Alternate No. 2, Alternate No. 3, and Alternate No. 4 (the "Project Work"), as more fully described in the below mentioned Agreement and the bid proposal attached hereto as "Exhibit A" 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:

> Empire Construction Company (the "Contractor") for the Project Work for the sum of $3,256,000.00.

SECTION TWO: APPROVAL. That the Hanover Township Emergency Services Station Project Agreement (the "Agreement"), between Hanover Township and the Contractor for the Project Work, in the amount set forth above, a copy of which is attached hereto as "Exhibit B" and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

_____
Brian P. McGuire, Supervisor

ATTEST:

_____
Katy Dolan Baumer, Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 17, 2022, and approved on May 17, 2022, as the same appears from the official records of the Hanover Township.

_____
Katy Dolan Baumer, Clerk

EXHIBIT A

SECTION 004100 BID FORM

TO: HANOVER TOWNSHIP
250 S. IL Route 59
Bartlett, Illinois 60103

FROM: Empire Construction Company
214 W. Ohio St, 4th Floor
Chicago, IL 60654

Operating as (strike out conditions that do not apply) ~~(an Individual,)~~ (a Corporation, organized and existing under the law of the State of Illinois ,) ~~(a Partnership,)~~ ~~(a Joint Venture consisting of the firm of.)~~

BASE BID PROPOSAL:
In response to your invitation to submit a proposal for the execution of all work described by the Drawings dated March 15, 2022 titled: Hanover Township Emergency Services, located at 300 S. IL Route 59; Bartlett, Illinois 60103, and Specifications dated: March 15, 2022 titled: Hanover Township Emergency Services, located at 300 S. IL Route 59; Bartlett, Illinois 60103 and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:
Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid two million eight hundred and eighty eight thousand Dollars $2,888,000.00 (in figures)

** Bid Amount to include scheduled Allowances.

BREAKOUT PRICING:
For purposes of internal budgeting, owner has requested that the building and the site work be broken out from the base bid below::

BUILDING ONLY

Bid one million eight hundred and eighteen thousand four hundred and twenty four Dollars $1,818,424.00 (in figures)

SITE WORK ONLY

Bid one million sixty Nine thousand and five hundred and seventy six Dollars $1,069,576 (in figures)

MISC/ NOT INCLUDED IN ABOVE

Bid ~~—~~ Dollars ~~—~~ (in figures)

ALTERNATES

ALTERNATE: No 1:

Deduct forty thousand (in writing) Dollars/ +(-) -($40,000)

ALTERNATE: No 2:

Add seventy eight thousand (in writing) Dollars/ +/- $78,000

ALTERNATE: No 3:

Add four Hundred sixty five thousand (in writing) Dollars/ +/- $265,000

Alternate No 4 - ADD twenty five thousand +$25,000

UNIT PRICES

UNIT PRICE: No 1:

Seventy eight (in writing) Dollars/CF ($ 78.00)/CF CY

UNIT PRICE: No 2:

Ninety eight (in writing) Dollars/LF ($ 98.00)/LF

UNIT PRICE: No 3:

Ninety eight (in writing) Dollars/LF ($ 98.00)/LF

UNIT PRICE: No 4:

Twelve hundred (in writing) Dollars/EA ($ 1,200)/EA

UNIT PRICE: No 5:

One thousand seven hundred Dollars/EA ($ 1,700)/EA
(in writing)

UNIT PRICE: No 6:

one thousand Dollars/EA ($ 1,000)/EA
(in writing)

UNIT PRICE: No 7:

one thousand six hundred Dollars/EA ($ 1,600)/EA
(in writing)

ALLOWANCES:
The following allowances are to be included in the Base Bid Proposal:

Allowance No. 1	Contingency Allowance	$80,000
Allowance No. 2	Testing Allowance	$30,000
Allowance No 3	Door Hardware	$25,000

ADDENDA ACKNOWLEDGEMENT:
The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date
1	4-11-22
2	4-14-22
3	4-19-22
4	4-21-22
5	4-26-22

The undersigned agrees to complete all work required by the contract as follows:

Out to Bid	March 25, 2022
PreBid Mtg & Walk Through	April 5, 2022, 9am
Bids Due	April 22, 2022, 8:30am
Anticipated Board Approval	May 3, 2022
Anticipated Notice of Intent	May 4, 2022
Long Lead Items Procurement	May 31, 2022
Commence Work on:	May 31, 2022
Substantial Completion:	December 5, 2022
Final Completion:	January 4, 2022

BID SECURITY:
Bid Security (10%) is attached, without endorsement, in the sum of

10% Bid Bond Dollars $28,300.00

GENERAL STATEMENT:

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

F. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

G. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.

H. The Contractor certifies that the Contractor posesses the necessary licenses and is legally authorized to perform the Work where the project is located.

Empire Construction Company
Name of Contractor (Typed) Contractor's Signature

SUBCONTRACTOR LISTING: (By Bidders of General Construction category of work):
This proposal has been prepared using sub bids received from the firms listed below:

Classification of Work	Name of Sub-Bidder
Excavation	Concord excavating
General Trades	Empire
Structural	Empire
Concrete	TBD
Masonry	TBD
HVAC	TBD
Plumbing	TBD
Electrical	TBD
Pre-Engineered Structure	Morton
Fire Protection	TBD

BIDDER SIGNATURE:

Respectfully submitted this 5th day of May 2022

Legal Name of Firm: Empire Construction Company

BY: Lubna Khan (President)
214 W. Ohio St, 4th FL
Chicago, IL 60654

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Empire Construction Company
214 W. Ohio Street, 4th Floor
Chicago, IL 60654

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

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

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

OWNER:
(Name, legal status and address)

Hanover Township
250 S. IL Route 59
Bartlett, IL 60103

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

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

HT Emergency Services-New Post Framed Building/ 300 S. IL Route 59, Bartlett, IL

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

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

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

Signed and sealed this 22nd day of April, 2022

(Witness)

Empire Construction Company
(Principal) *(Seal)*

By: President
(Title)

(Witness)

Old Republic Surety Company
(Surety) *(Seal)*

By:
(Title) James T. Moore Attorney-in-Fact

EMPIRE CONSTRUCTION COMPANY CORPORATE SEAL 2016 ILLINOIS

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

S-0054/AS 8/10

State of Iliinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Iliinois ,

do hereby certify that James I. Moore Attorney-in-Fact, of the Old Republic Surety Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 22nd day of April , 2022 .

SHERRY BACSKAI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 22, 2023

Notary Public Sherry Bacskai

My Commission expires: October 22, 2023

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

Execution Date: April 22, 2022

ALL WRITTEN INSTRUMENTS

Principal: Empire Construction Company

Obligee: Hanover Township

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of July, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 22nd day of April, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CERTIFICATE OF ELIGIBILITY TO CONTRACT

Empire Construction Company Contractor, Pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither(he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 5/5/2022 Lubna Khan (president)

SUBSCRIBED and SWORN TO before me

This 5th day of May 2022

NOTARY PUBLIC

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Hanover Township, we will comply fully with the "Illinois Prevailing Wage Act (Ill. 820 ILCS 130/0.01 et seq.)

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

We, (Empire Construction), as part of its bid for the (Hanover Township work for the (Project) in (DuPage County, Illinois certifies that we are not barred from bidding on the aforementioned contract as a result of a violation of Illinois Prevailing Wage Act (Ill. 820 ILCS 130/0.01 et seq.)

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 5th day of May, 2022.

NOTARY PUBLIC

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

Empire Construction Company, having 25 or more employees, does hereby certify Pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

Empire Construction Company, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights commission; and (vii) protection against retaliation.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Empire Construction Co. agrees, if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0/01 et. seq) as two consecutive months of unemployment exceeding 5%, then Empire Construct agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Empire Construction Company does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and Persons with Disabilities Act (20 ILCS 575/0.01 et seq.) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Empire Construction, as part of its bid for the Hanover Township work for the Project # 21-3142.01 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

ILLINOIS WORKS JOBS PROGRAM ACT

Empire Construction Company, does hereby certify pursuant to Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill Admin Code Part 680), shall certify participation by all contractors and sub-contractors, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will complete with its own employees.

The goal of the Illinois Work Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Along with certified payroll, the bidder shall compile and complete a report of all contractors and sub-contractors along with copies of certificates of registration issued by the US or IL Dept of Labor, evidencing participation by each contractor/ subcontractor.

Firm: Empire Construction Company

By: _____
(Signature)

LUBNA KHAN (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Bidders shall provide the following information on the MBE status of its business so that the Township can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), 30 ILCS 575/1, et seq.

Identify Business Certification Status (X MBE X WBE ___ DBE)

☐ African American
☐ Alaskan Native/Native American
☒ Asian American
☐ Disabled
☒ Female
☐ Hispanic American
☐ Not Applicable

Certifying Organization: CMS (MBE) / city of Chicago (MBE WBE)

For more information please visit:
http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx

CONTRACTOR TO ALSO SUBMIT
- 006000c PART 1 COMPLETED
- 006000c PART 2 OR 3 COMPLETED

END OF BID FORM

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 23 2020

Lubna Khan
Empire Construction Company
8104 Archer Avenue
Willow Springs, Illinois 60480

Dear Ms. Khan:

We are pleased to inform you that **Empire Construction Company** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **2/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **2/15/2021, 2/15/2022, 2/15/2023 and 2/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2024.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
236116 – Construction Management; Multifamily Building
236210 – Construction Management; Industrial Building (except warehouses)
236220 – Construction Management; Commercial and Institutional Building
238130 – Framing Contractors
238310 – Drywall and Insulation Contractors
238350 – Finish Carpentry Contractors

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/vlw

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JAN -- 7 2022

Lubna Khan
Empire Construction Company
214 S. Ohio St., 4th Fl.
Chicago, IL 60654

Re: Change in Certification Type

Dear Ms. Khan:

We are pleased to inform you that we have updated your certification to reflect your firms change in type. **Empire Construction Company** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** and is now certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **2/15/2025**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letter will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/15/2022, 2/15/2023, and 2/15/2024.** Please remember, you have an affirmnitive duty to file your **annual No-Change Affidavit 60 days** prior to the expiration. Failure to file your annual No-Change affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2025**. You have an affirmative duty to file for /recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2024.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Codes:
236116- Construction Management; Multifamily Building
236210- Construction Management; Industrial Building (Except Warehouses)
236220- Construction Management; Commercial and Institutional Building
238130- Framing Contractors
238310- Drywall and Insulation Contractors
238350- Finish Carpentry Contractors

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Aileen Velazquez
Chief Procurement Officer

AV/fn

CMS

ILLINOIS JB Pritzker, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Janel L. Forde, Director

September 2, 2021

Lubna Khan
Empire Construction Company
214 W. Ohio Street
4th floor
Illinois
Chicago, IL 60654

Re: **Minority Business Enterprise (MBE)**
Certification Term Expires: **September 2, 2022**

Dear **Lubna Khan:**

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Fast Track Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 60 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 90921: BUILDING CONSTRUCTION, INDUSTRIAL, WAREHOUSE, ETC.
NIGP 90923: BUILDING CONSTRUCTION, RESIDENTIAL, APARTMENTS, ETC.
NIGP 90924: BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL
NIGP 91038: INSULATION AND ASBESTOS INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL SERVICES, INCLUDING SPRAY-ON INSULATION
NIGP 91427: CARPENTRY

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager

DOCUMENT 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101-2007, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
2. The General Conditions are included in the Project Manual.
3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."

D. Information and Modification Forms:

1. Form attached or Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
3. Change Order Form: AIA Document G701, "Change Order."
4. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."

5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 006000

SECTION 006000c

Business Enterprise Program Participation & Utilization Plan

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities ("BEP"), 30 ILCS 575/1, et seq., establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities ("MBE"), female ("WBE"), or persons with disabilities ("DBE") (collectively, "BEP Certified Vendors").

The Project will utilize grant funding in the sum of $500,000.00 from the Illinois Department of Commerce & Economic Opportunity. The Project includes a specific BEP Participation Goal of 20% of the expected grant amount, or $100,000.00, based on the availability of BEP Certified Vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for the Project, Hanover Township (the "Township") will award the contract to a bidder who meets or makes a good faith effort to meet this BEP Participation Goal. If the bidder is a BEP Certified Vendor, the entire goal is met and no subcontracting with a BEP Certified Vendor is required; provided, however, that the bidder must submit a Utilization Plan indicating that the goal will be met by self-performance.

The following are guidelines for completion of the Utilization Plan. A format for the Utilization Plan is included below. Bidders should include any additional information that will add clarity to the proposed utilization of BEP Certified Vendors to meet the targeted goal. The Utilization Plan must demonstrate that the bidder has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the entire goal. Any submission of good faith efforts by a bidder shall be considered as a request for a full or partial waiver. At the time of bid or offer, the bidder, or the bidder's proposed subcontractor, must be certified as a BEP Certified Vendor.

Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid non-responsive or not responsible, and subject to rejection and/or disqualification in the Township's sole discretion.

1. If applicable where there is more than one prime contractor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP Certified Vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP Certified Vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP Certified Vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP Certified Vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Township.

2. An agreement between a bidder and a BEP Certified Vendor in which a BEP Certified Vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Township may request additional information to demonstrate compliance. Bidder agrees to cooperate promptly with the Township in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP Certified Vendor. Failure to cooperate by Bidder and BEP Certified Vendor may render the bidder non-responsive or not responsible. **The contract will not be finally awarded to Bidder unless Bidder's BEP Utilization Plan is approved by the Township.**

3. **BEP Certified Vendor Locator References:** Bidders may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP Certified Vendors at the time of bid or offer.**

4. **Bidder Assurance:** Bidder shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Township deems appropriate. This assurance must be included in each subcontract that Bidder signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP Certified Vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP Certified Vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   A. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from Bidder.

   B. A bidder shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the goal. A bidder shall also count the dollar value of work subcontracted to other BEP Certified Vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. Work that a BEP Certified Vendor subcontracts to a non-BEP Certified Vendor will not count towards the goal.

   C. A bidder shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP Certified Vendor manufacturer, regular dealer, or supplier. A bidder shall count toward the goal the

following expenditures to BEP Certified Vendors that are not manufacturers, regular dealers, or suppliers:

i. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services.

ii. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP Certified Vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

iii. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services.

D. BEP Certified Vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Bidder can provide documentation indicating the utilization of these vendors.

E. A bidder shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

i. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP Certified Vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Township shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the

credit claimed for its performance of the work, industry practices, and other relevant factors.

ii. A BEP Certified Vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP Certified Vendor participation. In determining whether a BEP Certified Vendor is such an extra participant, the Township shall examine similar transactions, particularly those in which BEP Certified Vendors do not participate, and industry practices.

F. A bidder shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other support activities.

6. **Good Faith Effort Procedures**: Bidder must submit a Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of, and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Bidder's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Bidder did not succeed in obtaining BEP Certified Vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP Certified Vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

A. The Utilization Plan may not be amended after contract execution without the Township's prior written approval.

B. **Bidder may not make changes to its contractual BEP Certified Vendor commitments or substitute BEP Certified Vendors without the prior written approval of the Township**. Unauthorized changes or substitutions, including performing the work designated for a BEP Certified Vendor with Bidder's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall because to terminate the contract, and/or seek other contract remedies or sanctions.

C. If it becomes necessary to substitute a BEP Certified Vendor or otherwise change the Utilization Plan, Bidder must notify the Township in writing of the request to

substitute a BEP Certified Vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Township will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

D. Where Bidder has established the basis for the substitution to the Township's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP Certified Vendor. Documentation of a replacement BEP Certified Vendor, or of good faith efforts to replace the BEP Certified Vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Bidder may substitute with a non-BEP Certified Vendor or Bidder may perform the work.

E. If Bidder plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Bidder must obtain the approval of the Township to modify the Utilization Plan and must make good faith efforts to ensure that BEP Certified Vendors have a fair opportunity to submit a bid or offer on the new scope of work.

F. A new BEP Certified Vendor agreement must be executed and submitted to the Township within five business days of Bidder's receipt of the Township's approval for the substitution or other change.

G. Bidder shall maintain a record of all relevant data with respect to the utilization of BEP Certified Vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Bidder upon 48 hours written demand by the Township to any duly authorized representative thereof, or to any municipal, state, or federal authorities. The Township shall have the right to obtain from Bidder any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP Certified Vendor and final payment to the BEP Certified Vendor by Bidder, but not later than 30 calendar days after such payment, Bidder shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.

H. The Township will periodically review Bidder's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP Certified Vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Township to declare a

default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

I. The Township reserves the right to withhold payment to Bidder to enforce these provisions and Bidder's contractual commitments. Final payment shall not be made pursuant to the contract until Bidder submits sufficient documentation demonstrating compliance with its Utilization Plan.

006000c – BEP UTILIZATION PLAN

PART 1:
COMMITMENT AND SIGNATURE

Empire Construction Company (Bidder) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Business Enterprise Program Participation and Utilization Plan section of the solicitation for the Hanover Township Emergency Services Project. Bidder understands that all subcontractors must be certified as owned and controlled by persons who are minorities ("MBE"), female ("WBE"), or persons with disabilities ("DBE") (collectively, "BEP Certified Vendors") at the time of submission of all bids and offers. **Bidder understands that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Bidder submits the following statement:

☒ Bidder is a BEP Certified Vendor and shall meet the goal through self-performance.

☐ Bidder has identified subcontractor(s) who are BEP Certified Vendor(s) to meet the established goal and submits the attached executed Letter(s) of Intent; or

☐ Bidder has made good faith efforts to meet the goal, or a portion thereof, requests a waiver, and submits the attached Demonstration of Good Faith Efforts checklist.

Bidder's person responsible for compliance with this BEP goal:

Name: Lubna Khan Title: President

Telephone: 3123743388 E-mail: lkhan@empire-construct.com

Note: ***Letters of Intent template may be found on the State of Illinois website, https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20intent***

LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties**. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: HANOVER TOWNSHIPEMERGENCY SERVICES Project/Solicitation Number: Project No: 21-3142.01

Name of Prime Vendor: EMPIRE CONSTRUCTION COMPANY BEP/VSB Compliance Contact:

Address: 214 W OHIO STREET, 4TH FLOOR

City: CHICAGO State: IL Zip Code: 60654

Telephone: 3123743388 Fax: 3128953022 Email: khan@empire-construct.com

Name of Certified ☒ BEP or ☐ VSB Vendor: Same as above

Address: BEP/VSB Compliance Contact:

City: State: Zip Code:

Telephone: Fax: Email:

Type of agreement: ☐ Services ☐ Supplies ☒ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: TBA

Proposed 100 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known $ $300,000

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☒ BEP ☐ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A): Empire Construction Company

Signature

Print Name: Lubna Khan

Title: President

Date: 5/4/2022

Certified BEP/VSB Vendor (Company Name and D/B/A):

Signature

Print Name:

Title:

Date:

006000c – BEP UTILIZATION PLAN

PART 2:
PARTICIPATION AGREEMENT

Instructions: The Bidder is required to submit a separate, signed, and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) minority-owned, woman-owned or disadvantaged certified vendor. **Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Bidder shall not prohibit or otherwise limit the BEP Certified Vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Hanover Township **Project/Solicitation Number:** 21-3142.01

Name of Bidder: Empire Construction Company

Address: 214 W. Ohio St, 4th floor

City, State and Zip: Chicago, IL 60654

Telephone: 3123743388 Fax: – Email: khan@empire-construct.com

Contact responsible for compliance with this Participation Agreement: Hamzeh Assaf

Name of BEP Certified Vendor: Empire Construction Company

Type of Certified Vendor: ☒ MBE ☒ WBE ☐ DBE

Address: 214 W. Ohio St, 4th FL

City, State and Zip: Chicago, IL 60654

Telephone: 3123743388 Fax: – Email: khan@empire-construct.com

Contact responsible for compliance with this Participation Agreement: Hamzeh Assaf

Type of Agreement: ☐ Services ☐ Supplies ☒ Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP Certified Vendor: 100.%

NOTE: The Bidder must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

(b) Anticipated start date of the BEP Certified Vendor: TBA

(c) This Participation Agreement shall have a term of _____ to _____ with a total period of _____ years and _____ months, including renewals, change orders or extensions to the underlying contract.

(d) Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor. All Participation Agreements shall be subject to Township's approval. Any changes involving or affecting the identified BEP Certified Vendor, scope(s) of work will not be permitted without notification to the Township, in writing, and approval of the Township. (*If more space is needed to fully describe BEP Certified Firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP Certified Vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Empire Construction Company	
Vendor (Company Name and d/b/a):	Certified BEP (Company Name and d/b/a):
[signature] 5/4/2022	
Name (Signature) Date	Name (Signature) Date
Lubna Khan	
Name (Print)	Name (Print)
President	
Title	Title

PART 3:
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Bidder must provide document evidence of good faith efforts to achieve the goal. Below is a checklist of actions that will be used to evaluate a Bidder's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The Township reserves the right to review and audit the results of the Bidder's efforts as described below.

☐ Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

☐ Solicit through all reasonable and available means (*e.g.*, attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Bidder must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Bidder must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Bidder must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Bidder might otherwise prefer to perform these work items with its own forces.

☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; and an explanation as to why an agreement(s) could not be reached.

☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in

specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Bidder's efforts to meet the goal.

☐ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Township.

☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, email, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP certified vendors. Include a copy of the commodity list or scope of work you solicited each prospective BEP certified vendor to perform. Duplicate this Log, as necessary. Do not limit contacts to the number of spaces shown.

BEP Certified Vendor Name	Name of Contact Person	Date	Contact Method	Scope of Work / Commodity / Services Code(s)	Reason Agreement Not Reached

FGMARCHITECTS

May 12, 2022

James Barr, Township Administrator
Hanover Township
250 S. IL Route 59
Bartlett, Illinois 60103
mail: JBarr@hanover-township.org

Re: Hanover Township Emergency Services
FGMA# 21-3142.01

Dear Mr. Barr,

Enclosed please find our compiled Bid Tabulation for above referenced Project. Bids were received on May 6, 2022, and a total of six (6) bids were received. Due to possibility of alternate selection, The two (2) lowest bidders without alternates, and with alternates, were scoped and reviewed.

Base Bid Review:
The low bidder, Manusos General Contracting, Inc., was scoped and reviewed. During the bid scope process it was determined that the bidder did not include all of the required base bid site work in their number, as designated in the bid documents. FGMA has past experience with this contractor, and references researched were positive. They were also able to provide requested information (AIA 305, etc.).

FGMA then attempted to scope the second low bidder, Kandu Construction Inc. Communication was made by phone, and we requested information for review, including references and AIA 305. At the time of this letter, we have been waiting for three (3) days (while sending email reminders on urgency), and just received the requested completed form. This doesn't give FGMA enough time to make reference checks and still be able to generate this recommendation letter in time to meet the Township meeting docket deadline.

As such, it is FGMA's recommendation that if the Township chooses to proceed with Base Bid scope only, that the first and second bidders be disqualified or listed as non-responsive. If the Township is to only proceed with Base Bid scope, FGMA would recommend award of contract to the third low-bidder, Empire Construction Company. We have reviewed them in the Alternate scope review below; see for more information. Their base bid was $2,888,000.00.

Alternate Bid Scope Review:
Given the limited scope and costs, it is not FGMA's recommendation to accept Alternate No 1 for the removal of the brick knee wall on the building. Unless the Township's budget cannot account for this cost, we would keep this scope in the project, and not accept this credit.
Alternate No2 & No3 are future extensions for water and sanitary, and should be accepted or rejected together.
Alternate No 4 is for replacing the asphalt pavement with concrete on the project. This is cost that FGMA would recommend proceeding with if the Township's budget can afford it.
Therefore, it is FGMA's recommendation to accept Base Bid, Alt No 2, Alt No 3, & Alt No 4.

Based upon the recommended alternates above, the low bidder, Empire Construction Company out of Chicago IL, was scoped and reviewed. The bid package provided is in accordance with the requirements of the Bidding Documents, and the necessary requirements for Bonding and Insurance are able to be met. A copy of their bid and submitted AIA A305 (and support documents) is included herewith for record. We have reviewed the bid and

scope of work with Empire Construction Company, and they indicated their Bid is complete and includes all work indicated in the Bidding Documents, and that they can complete the work as scheduled, and are ready to start the project.

The second low bidder with the recommended alternates is Kandu Construction Inc., which was the non-responsive company noted in the base bid review.

Empire Construction Company's base bid was $2,888,000.00, an alternate No 2 bid of $78,000.00 for future sanitary extension, an alternate No 3 bid of $265,000.00 for future watermain extension, and an alternate No 4 bid of $25,000.00 for concrete pavement in lieu of asphalt. Base bid includes $80,000.00 contingency allowance, $30,000.00 testing allowance, and $25,000.00 door hardware allowance. All allowances are to be used at the Township's discretion. Unused allowance will be credited back to the Township at project's end.

If the Alternate recommendation is followed as presented above, the total contract with bidder would be increased to $3,256,000.00.

The latest budget discussion between FGM Architects and Hanover Township was that the total project had to fall around the $3.2 million range. This makes the received bid very favorable. Therefore, if the Township budget can accommodate, we recommend award of bid, with Alternates No2, No3, & No4, to Empire Construction Company for the Total Bid for $3,256,000.00.

Please let us know your decision at your earliest convenience. Upon your direction, FGM Architects will draft a construction contract for signatures, issue the Notice of Intent, request bonds and insurance, and notify the contractor to proceed with the project. We would look to set up a kickoff meeting within the next couple of weeks to discuss schedule and lead items.

If you have any questions or comments, please do not hesitate to call me.

Sincerely,



Jason Estes, AIA | Principal
JasonEstes@fgmarchitects.com

cc: Caleb Hanson, HT
Jake McLaughlin, FGMA
Mary Cave, TEG

Enclosure(s): Bid Tabulation Form, AIA A305, Empire Construction Co. Bid Form

BID TABULATION

FGMARCHITECTS

Project Name: Hanover Township Emergency Services

Signed:

Witness #1

Witness #2

Project Number: 21-3142.01

Date: May 6 ,2022 8:30am

Contractor	Bid Bond	Addendum					Base Bid includes allowances ($80k,$30k, & 25k)	Breakout Price (Building Only)	Breakout Price (Site Work Only)	Breakout Price (Misc not included in breakout)	Alternates 1 (DEDUCT) Brick Veneer knee wall	Alternates 2 (ADD) Sanitary Construction to future Phases	Alternates 3 (ADD) Watermain Construction to future phases	Alternates 4 (ADD) Concrete Pavement	Unit Price 1 Removal of unsatisfactory soil and replacement with satisfactory soil material.	Unit Price 2 Ductile Iron Water Main - 8 inch	Unit Price 3 Ductile Iron Water Main - 12 inch	Unit Price 4 Ductile Iron Fittings - 8 inch, 22.50 degree bend	Unit Price 5 Ductile Iron Fittings - 12 inch, 22.50 degree bend	Unit Price 6 Ductile Iron Fittings - 8 inch, 45 degree bend	Unit Price 7 Ductile Iron Fittings - 8 inch, 45 degree bend	TOTAL w/ Alternates
		1	2	3	4	5																
MANUSOS GENERAL CONTRACTING, INC	x	x	x	x	x	x	$2,705,095	$1,913,095	$560,000	$232,000	$16,500	$469,000	$320,950	-	$95	$97	$129	$585	$1,115	$585	$1,115	$3,495,045
Kandu Construction Inc.	x	x	x	x	x	x	$2,767,000	$2,134,000	$615,000	$18,000	$1,500	$ 348,000	$ 270,000	$ 280,000	$90	$93	$120	$550	$ 1,100	$ 660	$1,100	$3,665,000
Empire Construction Company	x	x	x	x	x	x	$2,888,000	$1,818,424	$1,069,576	-	$40,000	$78,000	$265,000	$25,000	$78	$98	$98	$1,200	$1,700	$1,000	$1,600	$ 3,256,000
Efraim Carlson & Son, Inc	x	x	x	x	x	x	$3,186,000	$1,926,000	$1,260,000	-	$21,500	$ 74,500	$ 232,000	-	$53	$90	$130	$425	$ 1,130	$ 435	$1,255	$ 3,492,500
Integral Construction Inc.	x	x	x	x	x	x	$3,250,000	$1,381,000	$1,404,000	$465,000	$19,000	$ 80,000	$ 337,000	$ 96,000	$95	$90	$120	$650	$ 1,200	$ 750	$1,500	$ 3,763,000
Construction Inc.	x	x	x	x	x	x	$3,795,000	$2,160,000	$1,500,000	$135,000	$25,000	$ 85,000	$ 275,000	$ 130,000	$5	$225	$260	$600	$ 650	$ 600	$ 600	$ 4,285,000

SECTION 004100 BID FORM

TO: HANOVER TOWNSHIP
250 S. IL Route 59
Bartlett, Illinois 60103

FROM: Empire Construction Company
214 W. Ohio St, 4th Floor
Chicago, IL 60654

Operating as (strike out conditions that do not apply) ~~(an Individual,)~~ (a Corporation, organized and existing under the law of the State of Illinois .) ~~(a Partnership;)~~ ~~(a Joint Venture consisting of the firm of:)~~

BASE BID PROPOSAL:
In response to your invitation to submit a proposal for the execution of all work described by the Drawings dated March 15, 2022 titled: Hanover Township Emergency Services, located at 300 S. IL Route 59; Bartlett, Illinois 60103, and Specifications dated: March 15, 2022 titled: Hanover Township Emergency Services, located at 300 S. IL Route 59; Bartlett, Illinois 60103 and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:
Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:
Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid two million eight hundred and eighty eight thousand Dollars $2,888,000.00 (in figures)

** Bid Amount to include scheduled Allowances.

BREAKOUT PRICING:
For purposes of internal budgeting, owner has requested that the building and the site work be broken out from the base bid below::

BUILDING ONLY

Bid one million eight hundred and eighteen thousand four hundred and twenty four Dollars $1,818,424.00 (in figures)

SITE WORK ONLY

Bid one million sixty Nine thousand and five hunndred and seventy six Dollars $1,069,576 (in figures)

MISC/ NOT INCLUDED IN ABOVE

Bid ~~—~~ Dollars ~~—~~ (in figures)

ALTERNATES

ALTERNATE: No 1:

Deduct forty thousand (in writing) Dollars/ +(-) -($40,000)

ALTERNATE: No 2:

Add seventy eight thousand (in writing) Dollars/ +(-) $78,000

ALTERNATE: No 3:

Add two Hundred sixty five thousand (in writing) Dollars/ +(-) $265,000

Alternate NO.4 - ADD twenty five thousand +$25,000

UNIT PRICES

UNIT PRICE: No 1:

Seventy eight ~~—~~ (in writing) Dollars/CF ($ 78.00)/CY

UNIT PRICE: No 2:

Ninety Eight ~~—~~ (in writing) Dollars/LF ($ 98.00)/LF

UNIT PRICE: No 3:

Ninety eight ~~—~~ (in writing) Dollars/LF ($ 98.00)/LF

UNIT PRICE: No 4:

Twelve hundred (in writing) Dollars/EA ($ 1,200)/EA

UNIT PRICE: No 5:

One thousand seven hundred Dollars/EA ($ 1,700)/EA
(in writing)

UNIT PRICE: No 6:

one thousand Dollars/EA ($ 1,000)/EA
(in writing)

UNIT PRICE: No 7:

one thousand six hundred Dollars/EA ($ 1,600)/EA
(in writing)

ALLOWANCES:

The following allowances are to be included in the Base Bid Proposal:

Allowance No. 1	Contingency Allowance	$80,000
Allowance No. 2	Testing Allowance	$30,000
Allowance No 3	Door Hardware	$25,000

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date
1	4-11-22
2	4-14-22
3	4-19-22
4	4-21-22
5	4-26-22

The undersigned agrees to complete all work required by the contract as follows:

Out to Bid	March 25, 2022
PreBid Mtg & Walk Through	April 5, 2022, 9am
Bids Due	April 22, 2022, 8:30am
Anticipated Board Approval	May 3, 2022
Anticipated Notice of Intent	May 4, 2022
Long Lead Items Procurement	May 31, 2022
Commence Work on:	May 31, 2022
Substantial Completion:	December 5, 2022
Final Completion:	January 4, 2022

BID SECURITY:
Bid Security (10%) is attached, without endorsement, in the sum of

10% Bid Bond Dollars $28,800.00

GENERAL STATEMENT:

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

F. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

G. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.

H. The Contractor certifies that the Contractor posesses the necessary licenses and is legally authorized to perform the Work where the project is located.

Empire Construction Company
Name of Contractor (Typed) Contractor's Signature

SUBCONTRACTOR LISTING: (By Bidders of General Construction category of work):
This proposal has been prepared using sub bids received from the firms listed below:

Classification of Work	Name of Sub-Bidder
Excavation	Concord excavating
General Trades	Empire
Structural	Empire
Concrete	TBD
Masonry	TBD
HVAC	TBD
Plumbing	TBD
Electrical	TBD
Pre-Engineered Structure	Morton
Fire Protection	TBD

BIDDER SIGNATURE:

Respectfully submitted this 5th day of May 2022

Legal Name of Firm: Empire Construction Company

BY: Lubna Khan (President)
214 W. Ohio St, 4th FL
Chicago, IL 60654

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Empire Construction Company
214 W. Ohio Street, 4th Floor
Chicago, IL 60654

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

OWNER:
(Name, legal status and address)

Hanover Township
250 S. IL Route 59
Bartlett, IL 60103

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

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

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

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

HT Emergency Services-New Post Framed Building/ 300 S. IL Route 59, Bartlett, IL

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

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

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

Signed and sealed this 22nd day of April, 2022

(Witness)

Empire Construction Company
(Principal) *(Seal)*

By: President
(Title)

(Witness)

Old Republic Surety Company
(Surety) *(Seal)*

By:
(Title) James T. Moore Attorney-in-Fact

EMPIRE CONSTRUCTION COMPANY CORPORATE SEAL 2016 ILL

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1885

S-0054/AS 8/10

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the Old Republic Surety Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 22nd day of April, 2022.

SHERRY BACSKAI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 22, 2023

Notary Public Sherry Bacskai

My Commission expires: October 22, 2023

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)***, as follows:

Execution Date: April 22, 2022

ALL WRITTEN INSTRUMENTS

Principal: Empire Construction Company

Obligee: Hanover Township

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of July, 2021.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 22nd day of April, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CERTIFICATE OF ELIGIBILITY TO CONTRACT

Empire Construction Company Contractor, Pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither(he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 5/5/2022 Lubna Khan (president)

SUBSCRIBED and SWORN TO before me

This 5th day of May 2022

NOTARY PUBLIC

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Hanover Township, we will comply fully with the "Illinois Prevailing Wage Act (Ill. 820 ILCS 130/0.01 et seq.)

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

We, (Empire Construction), as part of its bid for the (Hanover Township work for the (Project) in (Dupage County, Illinois certifies that we are not barred from bidding on the aforementioned contract as a result of a violation of Illinois Prevailing Wage Act (Ill. 820 ILCS 130/0.01 et seq.)

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 5th day of May, 2022

NOTARY PUBLIC

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

Empire Construction Company, having 25 or more employees, does hereby certify Pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

Empire Construction Company, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights commission; and (vii) protection against retaliation.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Empire Construction Co. agrees, if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0/01 et. seq) as two consecutive months of unemployment exceeding 5%, then Empire Constant agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Empire Construction Company does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and Persons with Disabilities Act (20 ILCS 575/0.01 et seq.) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Empire Construction, as part of its bid for the Hanover Township work for the Project # 21-3142.01 certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Empire Construction Company

By: _____
(Signature)

Lubna Khan (president)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

ILLINOIS WORKS JOBS PROGRAM ACT

Empire Construction Company, does hereby certify pursuant to Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill Admin Code Part 680), shall certify participation by all contractors and sub-contractors, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will complete with its own employees.

The goal of the Illinois Work Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Along with certified payroll, the bidder shall compile and complete a report of all contractors and sub-contractors along with copies of certificates of registration issued by the US or IL Dept of Labor, evidencing participation by each contractor/ subcontractor.

Firm: Empire Construction Company

By: _____
(Signature)

LUBNA KHAN (President)
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
This 5th day of May, 2022

_____
Notary Public

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Bidders shall provide the following information on the MBE status of its business so that the Township can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), 30 ILCS 575/1, et seq.

Identify Business Certification Status (X MBE X WBE ___ DBE)

- ☐ African American
- ☐ Alaskan Native/Native American
- ☒ Asian American
- ☐ Disabled
- ☒ Female
- ☐ Hispanic American
- ☐ Not Applicable

Certifying Organization: CMS (MBE) / city of Chicago (MBE WBE)

For more information please visit:
http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx

CONTRACTOR TO ALSO SUBMIT

- 006000c PART 1 COMPLETED
- 006000c PART 2 OR 3 COMPLETED

END OF BID FORM

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 23 2020

Lubna Khan
Empire Construction Company
8104 Archer Avenue
Willow Springs, Illinois 60480

Dear Ms. Khan:

We are pleased to inform you that **Empire Construction Company** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **2/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **2/15/2021, 2/15/2022, 2/15/2023 and 2/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2024.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
236116 – Construction Management; Multifamily Building
236210 – Construction Management; Industrial Building (except warehouses)
236220 – Construction Management; Commercial and Institutional Building
238130 – Framing Contractors
238310 – Drywall and Insulation Contractors
238350 – Finish Carpentry Contractors

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Shannon E. Andrews
Chief Procurement Officer

SEA/vlw

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JAN – 7 2022

Lubna Khan
Empire Construction Company
214 S. Ohio St., 4th Fl.
Chicago, IL 60654

Re: Change in Certification Type

Dear Ms. Khan:

We are pleased to inform you that we have updated your certification to reflect your firms change in type. **Empire Construction Company** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** and is now certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **2/15/2025**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letter will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/15/2022, 2/15/2023, and 2/15/2024.** Please remember, you have an affirmnitive duty to file your **annual No-Change Affidavit 60 days** prior to the expiration. Failure to file your annual No-Change affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/15/2025**. You have an affirmative duty to file for /recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2024.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Codes:
236116- Construction Management; Multifamily Building
236210- Construction Management; Industrial Building (Except Warehouses)
236220- Construction Management; Commercial and Institutional Building
238130- Framing Contractors
238310- Drywall and Insulation Contractors
238350- Finish Carpentry Contractors

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Aileen Velazquez
Chief Procurement Officer

AV/fn

CMS

ILLINOIS JB Pritzker, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Janel L. Forde, Director

September 2, 2021

Lubna Khan
Empire Construction Company
214 W. Ohio Street
4th floor
Illinois
Chicago, IL 60654

Re: **Minority Business Enterprise (MBE)**
Certification Term Expires: **September 2, 2022**

Dear **Lubna Khan:**

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Fast Track Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 60 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 90921: BUILDING CONSTRUCTION, INDUSTRIAL, WAREHOUSE, ETC.
NIGP 90923: BUILDING CONSTRUCTION, RESIDENTIAL, APARTMENTS, ETC.
NIGP 90924: BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL
NIGP 91038: INSULATION AND ASBESTOS INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL SERVICES, INCLUDING SPRAY-ON INSULATION
NIGP 91427: CARPENTRY

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager

DOCUMENT 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101-2007, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
2. The General Conditions are included in the Project Manual.
3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."

D. Information and Modification Forms:

1. Form attached or Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
3. Change Order Form: AIA Document G701, "Change Order."
4. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."

5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 006000

SECTION 006000c

Business Enterprise Program Participation & Utilization Plan

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities ("BEP"), 30 ILCS 575/1, et seq., establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities ("MBE"), female ("WBE"), or persons with disabilities ("DBE") (collectively, "BEP Certified Vendors").

The Project will utilize grant funding in the sum of $500,000.00 from the Illinois Department of Commerce & Economic Opportunity. The Project includes a specific BEP Participation Goal of 20% of the expected grant amount, or $100,000.00, based on the availability of BEP Certified Vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for the Project, Hanover Township (the "Township") will award the contract to a bidder who meets or makes a good faith effort to meet this BEP Participation Goal. If the bidder is a BEP Certified Vendor, the entire goal is met and no subcontracting with a BEP Certified Vendor is required; provided, however, that the bidder must submit a Utilization Plan indicating that the goal will be met by self-performance.

The following are guidelines for completion of the Utilization Plan. A format for the Utilization Plan is included below. Bidders should include any additional information that will add clarity to the proposed utilization of BEP Certified Vendors to meet the targeted goal. The Utilization Plan must demonstrate that the bidder has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the entire goal. Any submission of good faith efforts by a bidder shall be considered as a request for a full or partial waiver. At the time of bid or offer, the bidder, or the bidder's proposed subcontractor, must be certified as a BEP Certified Vendor.

Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid non-responsive or not responsible, and subject to rejection and/or disqualification in the Township's sole discretion.

1. If applicable where there is more than one prime contractor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP Certified Vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP Certified Vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP Certified Vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP Certified Vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Township.

2. An agreement between a bidder and a BEP Certified Vendor in which a BEP Certified Vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Township may request additional information to demonstrate compliance. Bidder agrees to cooperate promptly with the Township in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP Certified Vendor. Failure to cooperate by Bidder and BEP Certified Vendor may render the bidder non-responsive or not responsible. **The contract will not be finally awarded to Bidder unless Bidder's BEP Utilization Plan is approved by the Township.**

3. **BEP Certified Vendor Locator References:** Bidders may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP Certified Vendors at the time of bid or offer.**

4. **Bidder Assurance:** Bidder shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Township deems appropriate. This assurance must be included in each subcontract that Bidder signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP Certified Vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP Certified Vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   A. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from Bidder.

   B. A bidder shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the goal. A bidder shall also count the dollar value of work subcontracted to other BEP Certified Vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. Work that a BEP Certified Vendor subcontracts to a non-BEP Certified Vendor will not count towards the goal.

   C. A bidder shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP Certified Vendor manufacturer, regular dealer, or supplier. A bidder shall count toward the goal the

FGMA# 21-3142.01 || ©2022 FGM Architects, Inc.

following expenditures to BEP Certified Vendors that are not manufacturers, regular dealers, or suppliers:

i. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services.

ii. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP Certified Vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

iii. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Township to be reasonable and not excessive as compared with fees customarily allowed for similar services.

D. BEP Certified Vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Bidder can provide documentation indicating the utilization of these vendors.

E. A bidder shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

i. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP Certified Vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Township shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the

credit claimed for its performance of the work, industry practices, and other relevant factors.

ii. A BEP Certified Vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP Certified Vendor participation. In determining whether a BEP Certified Vendor is such an extra participant, the Township shall examine similar transactions, particularly those in which BEP Certified Vendors do not participate, and industry practices.

F. A bidder shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other support activities.

6. **Good Faith Effort Procedures**: Bidder must submit a Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of, and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Bidder's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Bidder did not succeed in obtaining BEP Certified Vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP Certified Vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

A. The Utilization Plan may not be amended after contract execution without the Township's prior written approval.

B. **Bidder may not make changes to its contractual BEP Certified Vendor commitments or substitute BEP Certified Vendors without the prior written approval of the Township**. Unauthorized changes or substitutions, including performing the work designated for a BEP Certified Vendor with Bidder's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall because to terminate the contract, and/or seek other contract remedies or sanctions.

C. If it becomes necessary to substitute a BEP Certified Vendor or otherwise change the Utilization Plan, Bidder must notify the Township in writing of the request to

substitute a BEP Certified Vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Township will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

D. Where Bidder has established the basis for the substitution to the Township's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP Certified Vendor. Documentation of a replacement BEP Certified Vendor, or of good faith efforts to replace the BEP Certified Vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Bidder may substitute with a non-BEP Certified Vendor or Bidder may perform the work.

E. If Bidder plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Bidder must obtain the approval of the Township to modify the Utilization Plan and must make good faith efforts to ensure that BEP Certified Vendors have a fair opportunity to submit a bid or offer on the new scope of work.

F. A new BEP Certified Vendor agreement must be executed and submitted to the Township within five business days of Bidder's receipt of the Township's approval for the substitution or other change.

G. Bidder shall maintain a record of all relevant data with respect to the utilization of BEP Certified Vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Bidder upon 48 hours written demand by the Township to any duly authorized representative thereof, or to any municipal, state, or federal authorities. The Township shall have the right to obtain from Bidder any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP Certified Vendor and final payment to the BEP Certified Vendor by Bidder, but not later than 30 calendar days after such payment, Bidder shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.

H. The Township will periodically review Bidder's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP Certified Vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Township to declare a

default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

I. The Township reserves the right to withhold payment to Bidder to enforce these provisions and Bidder's contractual commitments. Final payment shall not be made pursuant to the contract until Bidder submits sufficient documentation demonstrating compliance with its Utilization Plan.

006000c – BEP UTILIZATION PLAN

PART 1:
COMMITMENT AND SIGNATURE

Empire Construction Company (Bidder) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Business Enterprise Program Participation and Utilization Plan section of the solicitation for the Hanover Township Emergency Services Project. Bidder understands that all subcontractors must be certified as owned and controlled by persons who are minorities ("MBE"), female ("WBE"), or persons with disabilities ("DBE") (collectively, "BEP Certified Vendors") at the time of submission of all bids and offers. **Bidder understands that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Bidder submits the following statement:

☒ Bidder is a BEP Certified Vendor and shall meet the goal through self-performance.

☐ Bidder has identified subcontractor(s) who are BEP Certified Vendor(s) to meet the established goal and submits the attached executed Letter(s) of Intent; or

☐ Bidder has made good faith efforts to meet the goal, or a portion thereof, requests a waiver, and submits the attached Demonstration of Good Faith Efforts checklist.

Bidder's person responsible for compliance with this BEP goal:

Name: Lubna Khan Title: President

Telephone: 3123743388 E-mail: khan@empire-construct.com

Note: ***Letters of Intent template may be found on the State of Illinois website, https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20intent***

LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: HANOVER TOWNSHIPEMERGENCY SERVICES Project/Solicitation Number: Project No: 21-3142.01

Name of Prime Vendor: EMPIRE CONSTRUCTION COMPANY BEP/VSB Compliance Contact:

Address: 214 W OHIO STREET, 4TH FLOOR

City: CHICAGO State: IL Zip Code: 60654

Telephone: 3123743388 Fax: 3128953022 Email: khan@empire-construct.com

Name of Certified ☒ BEP or ☐ VSB Vendor: Same as above

Address: BEP/VSB Compliance Contact:

City: State: Zip Code:

Telephone: Fax: Email:

Type of agreement: ☐ Services ☐ Supplies ■ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: TBA

Proposed 100 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known $ $800,000

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☒ BEP ☐ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor (Company Name and D/B/A): Empire Construction Company

Signature

Print Name: Lubna Khan

Title: President

Date: 5/4/2022

Certified BEP/VSB Vendor (Company Name and D/B/A):

Signature

Print Name:

Title:

Date:

PART 2:
PARTICIPATION AGREEMENT

Instructions: The Bidder is required to submit a separate, signed, and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) minority-owned, woman-owned or disadvantaged certified vendor. **Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Bidder shall not prohibit or otherwise limit the BEP Certified Vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Hanover Township **Project/Solicitation Number:** 21-3142.01

Name of Bidder: Empire Construction Company

Address: 214 W. Ohio St, 4th floor

City, State and Zip: Chicago, IL 60654

Telephone: 3123743388 Fax: — Email: khan@empire-construct.com

Contact responsible for compliance with this Participation Agreement: Hamzeh Assaf

Name of BEP Certified Vendor: Empire Construction Company

Type of Certified Vendor: ☒ MBE ☒ WBE ☐ DBE

Address: 214 W. Ohio St, 4th FL

City, State and Zip: Chicago, IL 60654

Telephone: 3123743388 Fax: — Email: khan@empire-construct.com

Contact responsible for compliance with this Participation Agreement: Hamzeh Assaf

Type of Agreement: ☐ Services ☐ Supplies ☒ Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP Certified Vendor: 100.%

NOTE: The Bidder must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

(b) Anticipated start date of the BEP Certified Vendor: TBA

(c) This Participation Agreement shall have a term of _____ to _____ with a total period of _____ years and _____ months, including renewals, change orders or extensions to the underlying contract.

(d) Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor. All Participation Agreements shall be subject to Township's approval. Any changes involving or affecting the identified BEP Certified Vendor, scope(s) of work will not be permitted without notification to the Township, in writing, and approval of the Township. (*If more space is needed to fully describe BEP Certified Firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP Certified Vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Empire Construction Company	
Vendor (Company Name and d/b/a):	Certified BEP (Company Name and d/b/a):
5/4/2022	
Name (Signature) Date	Name (Signature) Date
Lubna Khan	
Name (Print)	Name (Print)
President	
Title	Title

PART 3:
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Bidder must provide document evidence of good faith efforts to achieve the goal. Below is a checklist of actions that will be used to evaluate a Bidder's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The Township reserves the right to review and audit the results of the Bidder's efforts as described below.

☐ Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

☐ Solicit through all reasonable and available means (*e.g.*, attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Bidder must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Bidder must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Bidder must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Bidder might otherwise prefer to perform these work items with its own forces.

☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; and an explanation as to why an agreement(s) could not be reached.

☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in

specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Bidder's efforts to meet the goal.

☐ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Township.

☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, email, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP certified vendors. Include a copy of the commodity list or scope of work you solicited each prospective BEP certified vendor to perform. Duplicate this Log, as necessary. Do not limit contacts to the number of spaces shown.

BEP Certified Vendor Name	Name of Contact Person	Date	Contact Method	Scope of Work / Commodity / Services Code(s)	Reason Agreement Not Reached

AIA® Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
Empire Construction Company
214 W. Ohio Street, 4th Floor
Chicago, IL 60654

SUBMITTED TO:
(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
General Contracting

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[ ] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Lubna Khan — 6/30/21
Organization's Authorized Representative Signature — **Date**

LUBNA KHAN - President
Printed Name and Title

NOTARY
State of Illinois
County of Cook
Signed and sworn to before me this 30th day of June 2021

OFFICIAL SEAL
HAMZEH A ASSAF
Notary Public – State of Illinois
My Commission Expires November 20, 2021

Hamzeh A. Assaf
Notary Signature

My commission expires: 11/20/21

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A305™ – 2020. Copyright © 1964, 1969, 1979, 1986, and 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:47:18 ET on 06/30/2021 under Order No.1063326705 which expires on 01/12/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(1264802133)

AIA® Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the 30th day of June in the year 2021
Thirty June two thousand twenty one

§ A.1 ORGANIZATION: Empire Construction Company
§ A.1.1 Name and Location: Empire Construction Company
214 W Ohio st 4th Floor Chicago IL 60654
§ A.1.1.1 Identify the full legal name of your organization.

Empire Construction Company

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.
N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.
N/A

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.
214 W Ohio st 4th Floor Chicago IL 60654

§ A.1.2 Legal Status: Corporation
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

S- Corporation

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Illinois 02/22/2016

.2 If your organization is a partnership, identify its partners and its date of organization.

N/A

.3 If your organization is individually owned, identify its owner and date of organization.

N/A

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A305™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:59:38 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1732340855)

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.
N/A

§ A.1.3 Other Information
§ A.1.3.1 How many years has your organization been in business?
5 Years

§ A.1.3.2 How many full-time employees work for your organization?
32 Employees

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.
236210- Industrial Buildings
236220- Commercial Building
238990- Specialty Trades Contractor
237310 - Highway & Bridge Construction
236116 - Multifamily Housing

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.
Minority owned small business - CMS
Minority Owned Business Enterprise (MBE) - City of Chicago
MBE Chicago - MWRD
MBE - MSDC

§ A.2 EXPERIENCE
§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.
$3,666,081.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:
$3,320,523.65

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.
$3 Million

§ A.3 CAPABILITIES
§ A.3.1 List the categories of work that your organization typically self-performs.

General Trade, Demolition, Rough Carpentry, Drywall, Acoustical Ceiling, Trim Carpentry

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.
We deliver extraordinary service and we are on time with our completion date.
§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

AIA Document A306™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:59:38 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1732340855)

Planning is a key Empire construction strength. Pre-construction planning is critical to executing a project on spec, on time and on budget. Empire construction managers are skilled at reviewing the details with the big picture in mind, identifying challenges and potential problems ahead of time, then addressing and eliminating them to help ensure a smooth, efficient process. When a problem does occur, we move quickly to solve it, presenting viable alternatives, making a recommendation and implementing the solution to keep the project on time.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Procore Construction Management Software

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

1) Gilbane Construction
2) NAVFAC Mid-Atlantic
3) Ghafari Associates

§ A.4.2 Identify three architect references:

1) Larson & Darby Group
2) AECOM
3) Gewalt Hamilton Associates

§ A.4.3 Identify one bank reference:

Signature Bank

Brandon Q. Tran
VP - Relationship Manager
191 N. Wacker Dr
Chicago IL 60606
Ph: 312.898.2195

§ A.4.4 Identify three subcontractor or other trade references:

1) Toro Construction
2) Drive Construction
3) Murphy Construction Services

AIA Document A305™ – 2020 Exhibit A. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:59:38 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1732340855)

AIA® Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the 30th day of June in the year 2021
Thirty June two thousand twenty one

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

81-1532914

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Kolnicki Peterson Wirth LLC
1400 Opus PL, Ste 100, Downers Grove, IL 60515
PH: 312-421-5780

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

Dun and Bradstreet 08-0686787

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

.2 been terminated for any reason except for an owners' convenience?

No

AIA Document A305™ – 2020 Exhibit B. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:10:02 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (2033402989)

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

No

.4 filed any lawsuits or requested arbitration regarding a construction project?

No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

No

AIA Document A306™ – 2020 Exhibit B. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:10:02 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (2033402989)

EMPIRE CONSTRUCTION COMPANY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED

DECEMBER 31, 2020

TABLE OF CONTENTS

	PAGE
INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS	
Statement 1 – Balance Sheet	3
Statement 2 – Statement of Income and Retained Earnings	4
Statement 3 – Statement of Cash Flows	5
Summary of Significant Accounting Policies	6
Notes to Financial Statements	9
SUPPLEMENTARY INFORMATION	
Schedule of Contracts in Progress	13

KOLNICKI

PETERSON

WIRTH

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
Empire Construction Company
Chicago, Illinois 60654

We have reviewed the accompanying balance sheet of Empire Construction Company (an S corporation) as of December 31, 2020, and the related notes to the balance sheet. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the balance sheet as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Balance Sheet

Management is responsible for the preparation and fair presentation of the balance sheet in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a balance sheet that is free from material misstatement whether due to fraud or error

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the balance sheet for it to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Qualified Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying balance sheet in order for it to be in accordance with accounting principles generally accepted in the United States of America.

KOLNICKI PETERSON & WIRTH, LLC
CERTIFIED PUBLIC ACCOUNTANTS

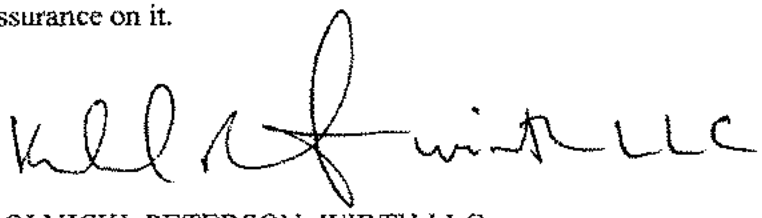
1406 Opus Place Suite 160
Downers Grove, IL 60515
(630) 398-1140 • Fax (630) 398-1150

Basis for Qualified Conclusion

Management was unable to provide a schedule of contracts in progress as of January 1, 2020. Because of the significance of this information, we are unable to express a conclusion on the Company's statements of income and retained earnings, and cash flows, nor provide any assurance on them.

Supplementary Information

The supplementary information included in Schedule A is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide any assurance on it.



KOLNICKI, PETERSON, WIRTH LLC

Certified Public Accountants

Downers Grove, Illinois

May 25, 2021

EMPIRE CONSTRUCTION COMPANY
BALANCE SHEET
DECEMBER 31, 2020

ASSETS

CURRENT ASSETS		
Cash and cash equivalents	$	439,637
Contract receivables		157,488
Costs and estimated earnings in excess of of billings on uncompleted contracts		55,151
Total current assets		652,276
PROPERTY AND EQUIPMENT		
Machinery and equipment		51,855
Total, at cost		51,855
Less accumulated depreciation		(18,866)
Net property and equipment		32,989
TOTAL ASSETS	$	685,265

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
Paycheck Protection Program loan		150,000
Payroll liabilities		215,595
Total current liabilities		365,595
STOCKHOLDERS' EQUITY		
Common stock, $1 par value, 1000 shares authorized, issued and outstanding		1,000
Retained earnings		318,670
Total stockholder's equity		319,670
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$	685,265

These financial statements should be read only in connection with the accompanying summary of significant accounting policies and notes to financial statements.

EMPIRE CONSTRUCTION COMPANY
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2020

	Amount	% of Revenue
CONTRACT REVENUES EARNED	$ 1,978,454	100.00
CONSTRUCTION COSTS		
Job materials	977,260	49.40
Direct labor	260,520	13.17
Depreciation	18,866	0.95
Tools	37,406	1.89
Union benefits	68,760	3.47
Total construction costs	1,362,812	68.88
Gross profit	615,642	31.12
GENERAL AND ADMINISTRATIVE EXPENSES		
Accounting	5,000	0.25
Bank fees	144	0.01
Insurance	49,222	2.49
Legal and professional	50,000	2.53
Meals and entertainment	9,151	0.46
Office	3,451	0.17
Payroll processing	12,007	0.61
Parking / tolls	2,810	0.14
Rent	24,000	1.21
Repairs and maintenance	35,741	1.81
Wages and salaries	117,834	5.96
Total general and administrative expenses	309,360	15.64
Net income	306,282	15.48
RETAINED EARNINGS, BEGINNING OF YEAR	12,388	
RETAINED EARNINGS, END OF YEAR	$ 318,670	

These financial statements should be read only in connection with the accompanying summary of significant accounting policies and notes to financial statements.

EMPIRE CONSTRUCTION COMPANY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31. 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 306,282
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	18,866
Changes in operating assets and liabilities:	
Decrease in contract receivables	21,494
Increase in costs and estimated earnings in excess of billings on uncompleted contracts	(55,151)
Net cash provided by operating activities	291,491
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(51,855)
Net cash used by investing activities	(51,855)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from Paycheck Protection Program loan	150,000
Net cash provided by financing activities	150,000
NET INCREASE IN CASH AND CASH EQUIVALENTS	389,636
CASH AND CASH EQUIVALENTS, beginning of year	50,001
CASH AND CASH EQUIVALENTS, end of year	$ 439,637

These financial statements should be read only in connection with the accompanying summary of significant accounting policies and notes to financial statements.

EMPIRE CONSTRUCTION COMPANY
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
DECEMBER 31, 2020

Empire Construction Company was incorporated February 2, 2016 in the State of Illinois. The Company's principal business activity is commercial construction, including pre-construction planning, general contracting, construction management, design-build, integrated project delivery and self-performing services. The Company's customers are primarily in the Chicagoland area. The Company's fiscal year ends on December 31. Significant accounting policies followed by the Company are presented below.

REVENUE AND COST RECOGNITION

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs, and those indirect costs related to contract performance such as insurance, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

PROPERTY AND EQUIPMENT

The Company's property and equipment includes machinery and equipment, and office equipment. The cost of the property and equipment is depreciated over the estimated useful lives of the related assets. Depreciation is generally computed under straight-line and accelerated methods. The useful lives of assets for purposes of computing depreciation are:

Machinery and equipment	5 to 10 years

Depreciation expense for the year ended December 31, 2020 was $18,866.

EMPIRE CONSTRUCTION COMPANY
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
DECEMBER 31, 2020

INCOME TAXES

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements. State replacement taxes are included in other expenses.

The Financial Accounting Standards Board (FASB) issued ASC 740-10-05 "Accounting for Uncertainty in Income Taxes" that clarified the accounting and recognition for income tax positions taken or expected to be taken in the Company's income tax returns. The Company adopted the standard in 2016.

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are 2017 through 2019. In evaluating the Company's tax provisions and accruals, future taxable income and the reversal of temporary differences, interpretations of tax planning strategies are considered. The Company believes their estimates are based on current facts and circumstances.

CASH AND CASH EQUIVALENTS

Cash equivalents include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less when purchased. The Company maintains a cash balance at a financial institution in Northern Illinois. The account is insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2020, the Company's uninsured bank balance totaled $29,637.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CONTRACT RECEIVABLES

The Company considers contract receivables to be fully collectible. Accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

EMPIRE CONSTRUCTION COMPANY
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
DECEMBER 31, 2020

CONTRACT RECEIVABLES (continued)

At December 31, 2020, contract receivables consist of the following:

Billed	
Completed contracts	$ 157,488
Contracts in progress	- - -
Retainage	- - -
Total	$ 157,488

DATE OF MANAGEMENT'S REVIEW

Subsequent events were evaluated through the date of this report and the date of the financial statements were available to be issued was May 25, 2021.

This information is an integral part of the
accompanying financial statements.

EMPIRE CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 1 – MULTI-EMPLOYER PENSION PLANS THAT PROVIDE PENSION BENEFITS

The Company contributes to a number of multi-employer defined benefit pension plans under the terms of informal collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

a. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
c. If the Company chooses to stop participating in some of its multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in these plans for the year ended December 31, 2020 is listed below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2020 is for the plan's year-end at December 31, 2019. The zone status of the plan is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and the plans in the green zone are at least 80 percent funded. If a plan is not operating within green zone status, it will either have a financial improvement plan (FIP) or rehabilitation plan (RP).

The Company contributed $14,510 for the year ended December 31, 2020 to the Laborers National Pension Fund; EIN 75-1280827, as required by an informal collective bargaining agreement. At January 1, 2020, the Laborers National Pension Fund had a funded status of 75.0%. The plan is currently operating with red zone status. The Company was not required to pay a surcharge for the year ended December 31, 2020.

The Company contributed $23,400 for the year ended December 31, 2020, to the Chicago Regional Council of Carpenters Pension Fund, EIN 36-6130207, as required by an informal collective bargaining agreement. At July 1, 2019, the Chicago Regional Council of Carpenters Pension Fund had a funded status of 91.7%. The plan is currently operating with green zone status. The Company was not required to pay a surcharge for the year ended December 31, 2020.

NOTE 2 – CONCENTRATIONS

For the year ended December 31, 2020, job materials included purchases from three major suppliers. These suppliers accounted for $879,534 of job material purchases.

EMPIRE CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 3 – BACKLOG

The following schedule summarizes backlog on contracts during the year ended December 31, 2020. Backlog represents the amount of revenue the Company expects to realize from uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun:

Backlog balance at beginning of year	$ - - -
New contracts during the year	3,553,549
Total	3,553,549
Less: contract revenues earned during the year	1,978,454
Backlog balance at end of year	$ 1,575,095

NOTE 4 – LEASE AGREEMENTS

The Company leases office space under operating leases. During 2020, the Company leased office space under an operating lease with payments of $1,380 per month. The lease expired October 31, 2020. The Company leases office space under a 5-year operating lease with payments of $5,100 per month, with lease payments increasing 2.5% in the fourth year. The lease expires October 31, 2025. The Company has two options to renew the lease with lease payments increasing 2.5% per year. Future payments to be made under the leases are as follows:

2021	$ 61,200
2022	61,200
2023	61,455
2024	62,730
2025	52,275
Total	$ 298,860

Rent expense for the year ended December 31, 2020 was $24,000.

NOTE 5 – CASH FLOW INFORMATION

Cash paid during the year ended December 31, 2020 for interest paid and income taxes were:

Interest	$ 0
Income taxes	$ 0

EMPIRE CONSTRUCTION COMPANY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 6 – PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Company received a $150,000 loan from the Paycheck Protection Program. The Paycheck Protection Program loan may be forgiven in the future if certain conditions are met.

NOTE 7 – LINE OF CREDIT

In December 2020, the Company secured a $250,000 revolving line of credit with a bank. The interest rate is the bank's prime rate (3.25% at December 31, 2020), plus 2%, with an interest rate floor of 5.25%. The line matures in one year and is secured by all business assets and a guaranty by the stockholder. There was no balance due at December 31, 2020.

NOTE 8 – CORONAVIRUS PANDEMIC

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the United States. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U. S. have declared a state of emergency. It is anticipated that these impacts will continue for some time. Future potential impact may include disruptions or restrictions on employees' ability to work and funding for municipal projects. Changes in the operating environment may also increase operating costs. The future effects of these issues are unknown.

NOTE 9 – PAYROLL LIABILITIES

The Company recorded a liability for unpaid federal payroll withholding, payroll taxes and state unemployment taxes totaling $215,595 at December 31, 2020. The Company has a payment plan in place and is pursuing legal action against a third party that was responsible for transmitting the payments.

This information is an integral part of the
accompanying financial statements.

SUPPLEMENTARY INFORMATION

KOLLITCH PETERSON & WIRTH, LLC

EMPIRE CONSTRUCTION COMPANY
SCHEDULE OF CONTRACTS IN PROGRESS
FOR THE YEAR ENDED DECEMBER 31, 2020

Job	Contract Amount	Costs to Date	Estimated Additional Costs	Estimated Total Costs	Billings to Date	Percent Complete	Gross Profit Recognized Current Year	Costs & Profit in Excess of Billings	Billings in Excess of Costs & Profit
Fifth Third Bank	$ 192,839	$ 77,350	$ -	$ 77,350	$ 164,538	100.00%	$ 115,489	$ 28,301	$ -
Starbucks Decommission	1,400,000	13,425	686,575	700,000	-	1.92%	13,425	26,850	-
Subtotal	$ 1,592,839	90,775	$ 686,575	$ 777,350	164,538		128,914	$ 55,151	$ -
Completed Contracts		1,272,037			1,813,916		486,728		
Totals		$ 1,362,812			$ 1,978,454		$ 615,642		

Empire Construction Corp
Balance Sheet
2019

Assets	
Current Assets	
Cash	$50,001.00
Accounts Recievables	$525,449.94
Work in Process	$178,982.00
Total Current Assets	**$754,432.94**
Total Assets	**$754,432.94**
Liabilities /Equity	
Equity	
Income/loss	$715,104.94
Common Stock	$1,000.00
Retain Earnings	$38,328.00
Total Equity	**$754,432.94**
Total Liabilities/Equity	**$754,432.94**

Empire Construction Company
PROFIT & LOSS
2019

Ordinary Income/Expense	
Income	
Sales	2,822,623.94
Total Income	**2,822,623.94**
Cost of Sales	
Job Materials	619,859.00
Cost of Labor	1,304,344.00
Union Benefits	31,913.00
Total Cost of Sales	**1,956,116.00**
Gross Profit	**866,507.94**
Expense	
Accounting	
Bank Fees	274.00
Insurance Expense	133,659.00
Office Expense	14,335.00
Transportation	3,135.00
Total Expense	**151,403.00**
Net Income	**715,104.94**

AIA® Document A305™ – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Empire Construction Company and dated the 30th day of June in the year 2021
Thirty June two thousand twenty one

PROJECT:

CONTRACTOR'S PROJECT OFFICE:
Empire Construction Company
214 W Ohio Street, 4th Floor
Chicago IL 60654

TYPE OF WORK SOUGHT
General Trade, Demolition, Carpentry

CONFLICT OF INTEREST
N/A

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?
02/21/2016

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?
32 Fulltime Employees

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.
N/A

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.
Hamzeh Assaf
Project Manager
214 W Ohio Street, 4th Floor, Chicago, IL 60654
Resume attached

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.
Demolition and Carpentry

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project. Empire Construction Company - Self Performed

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:00:32 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1784165483)

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1

Whitney young High School
Rickover Navel Academy
FedEx O'Hare

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:
$3,666,081.00

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:
$3,320,523.65

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.
$3 Million

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.
$1.3 Million 35 Projects Total

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?
Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.
None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

Attached

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

Attached

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

Attached

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?
Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.3? If so, identify.
No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?
Yes

§ C.5.2 Surety company name:
The Kotula Group, LLC

§ C.5.3 Surety agent name and contact information:
Dave Kotula Tel: 312.895.4565

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:00:32 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1784165483)

220 N. Green Street
Chicago, IL 60607
www.KotulaGroup.com

§ C.5.4 Total bonding capacity:
$8 Million

§ C.5.5 Available bonding capacity as of the date of this qualification statement:
$7 Million

AIA Document A305™ – 2020 Exhibit C. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:00:32 ET on 06/30/2021 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1784165483)

Hamzeh Assaf

T: 630-396-0406 E:hamzeh@empire-construct.com

Duties

- Develop and strengthen client relations.
- Accurately estimates projects from conceptual through construction documents.
- Responsible for overall bidding activities on projects.
- Provide initial schedule for estimating and bidding purpose. Assist Superintendent with detailed construction scheduling as necessary.
- Negotiate, award, write and enforce contracts.
- Review with Superintendent project costs to ensure project is kept within budget.
- Ensure compliance with bond and insurance requirements.
- Maintain Subcontractor relations. Assist with conflict resolution.
- Coordinate office departments support as required for project needs.
- Coordinate all close-out activities on a timely basis.
- Perform additional assignments per clients or managements direction.

Experience

Senior Project Manager
10/2015 - Present

- Manage the construction project scheduling process
- Review and approve project budgets (labor, material and subcontractors) to determine allocation of resources (manpower, equipment and materials) from start to finish with attention to budgetary limitations
- Negotiate and create subcontractor contracts with external vendors to reach profitable agreements
- Manage project finances including profitability and cash flow
- Actively be involved in design conflict and resolution for all trades which includes collaborating with engineers, architects etc. to determine the specifications of the project
- Lead strategic planning and project submittal, request for information and change order process
- Implement monthly cost reports
- Responsible for recognizing and implementing change orders as necessary
- Responsible for payment of supplier and subcontractor invoices
- Ensure adherence to all health and safety standards and report issues

EMPIRE

Project Manager
03/2013 - 10/2015

- Provide initial client contact to assess scope of work and resources required to successfully complete project
- Ability to prepare complete estimate for selected project with detailed review of proposal specifications, drawings, takeoff information and contracting
- Complete knowledge of the general contract and subcontract documents
- Supervise total construction effort to ensure project is constructed in accordance with design, budget, and schedule. - Includes interfacing with client representatives, AE representatives, other contractors, etc
- Monitor/control construction through administrative direction of on-site superintendent to ensure project is built to schedule and within budget. Investigate potentially serious situations and implement corrective measures
- Manage financial aspects of contracts (fee payment, rental equipment, income/expenses) to protect company's interest and simultaneously maintain good relationship with client
- Keep upper management informed as to the progress of the project, its financial status, and current Owner-Architect relations
- Ensure all onsite personnel comply with project procedures, safety program requirements and work rules

CERTIFICATIONS/QUALIFICATIONS

- Construction Quality Management for Contractors – US Army Corps of Engineers
- Lead Renovator Training Program
- OSHA 30 Hour
- EM385-1-1 40 Hour
- Adult CPR, Blood borne Pathogens, First Aid
- ECATTS
- Letters of recommendation upon request

Education

- Illinois Institute of Technology College of Architecture
- College of DuPage College of Architecture

312.374.3388 FAX: 630.934.1922
214 W. Ohio St. Suite 4, Chicago,IL. 60654
Info@empire-construct.com www.empire-construct.com

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name Empire Construction Compan

City Chicago State IL

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome)				Step 4.		Step 5. (M)					
								Remained at Work				Enter the number of days the injured or ill worker was:		Select one column: Illness			
	(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 7/16)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset		None		/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
Reset				/ month / day			○	○	○	○	____ days	____ days	○	○	○	○	○	○
						Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
													(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction Company

Street: 214 W. Ohio St, 4th floor

City: Chicago State: IL Zip: 60654

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 6

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 75

Total hours worked by all employees last year: 96,396

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamzeh A. — Company executive

Vice President — Title

Phone: 312-374-3388 Date: 10/30/2021

Reset

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Empire Construction

City Willow Springs State IL

Identify the person			Describe the case			Classify the case — CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness: (M)					
								Remained at Work									
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
					Page totals ➤							Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction

Street: 8104 Archer Ave

City: Willow Springs State: IL ZIP: 60480

Industry description (e.g., Manufacture of motor truck trailers): General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715): — — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 50

Total hours worked by all employees last year: 75,632

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamech A. — Company executive

Vice President — Title

630 852 1111 — Phone

06/20/2020 — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Empire Construction

City Willow Springs State IL

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	None		/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
					Page totals ➤	___	___	___	___	___	___	___	___	___	___	___	___

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction

Street: 8104 Archer Ave

City: Willow Springs State: IL ZIP: 60480

Industry description (e.g., Manufacture of motor truck trailers): General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715): ____ ____ ____ ____

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 13

Total hours worked by all employees last year: 2,710

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamedh A. — Vice President

Company executive — Title

630 852 1111 — 12/31/2019

Phone — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 1 8

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Empire Construction

City Chicago State IL

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case)				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory conditions (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	None		/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
		Page totals ➤				___	___	___	___	___	___	___	___	___	___	___	___

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) | Skin disorder (2) | Respiratory conditions (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6)

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 11 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: U.S. Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction

Street: 4556 W. 61st Sto

City: Chicago State: IL ZIP: 60629

Industry description (e.g., Manufacture of motor truck trailers): General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715): — — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 236220

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 35

Total hours worked by all employees last year: 40,071

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamcor A. — Vice President
Company executive — Title

630 852 1111 — 12/30/2018
Phone — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Empire Construction
City Chicago State IL

Identify the person			Describe the case			Classify the case — CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	Remained at Work: (I) Job transfer or restriction	Remained at Work: (J) Other record-able cases	(K) Away from work	(L) On job transfer or restriction	(M) (1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
	None		/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
					Page totals												
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occured during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		(M)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction

Street: 4556 W. 61st St.

City: Chicago State: IL ZIP: 60629

Industry description (e.g., Manufacturing of motor truck trailers): General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715): — — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 2 3 6 2 2 0

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 10

Total hours worked by all employees last year: 19,625

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamzeh A. — Company executive

Vice President — Title

630 852 1111 — Phone

12/31/2017 — Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Empire Construction
City Chicago State IL

Identify the person			Describe the case			Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
								Remained at Work				(M)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
	None		/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
					Page totals	___	___	___	___	___	___	___	___	___	___	___	___
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occured during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Empire Construction

Street: 4556 W. 61st St.

City: Chicago State: IL ZIP: 60629

Industry description (e.g., Manufacture of motor truck trailers): General Contruction

Standard Industrial Classification (SIC), if known (e.g., 3715): ____ ____ ____ ____

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 236220

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 2

Total hours worked by all employees last year: 3,500

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Hamedh A — Vice President

Company executive — Title

630 852 1111 — 12/31/2016

Phone — Date

Assurance
Minimizing risk. Maximizing health.

January 14, 2021

Ali Khan
Empire Construction Company
214 West Ohio Street, 4th Floor
Chicago, IL 60654

RE: Experience Modification Rating Factor

Dear Ali,

Please let this letter serve as verification that your current Experience Modification Rating Factor is as follows:

Workers Compensation Policy #:	7012109398
Policy Dates:	1/1/2021 to 1/1/2022
Experience Modification Factor:	0.96

Workers Compensation Policy #:	BNUWC0150170
Policy Dates:	12/31/2020 to 12/31/2021
Experience Modification Factor:	0.96

Workers Compensation Policy #:	BNUWC0150170
Policy Dates:	12/31/2019 to 12/31/2020
Experience Modification Factor:	0.96

If you have any questions or need additional information, please let me know.

Sincerely,

Liz Welch

Liz Welch
Senior Client Service Representative
P: (847) 463-7209
lwelch@assuranceagency.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2021

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

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

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Ashley Savage PHONE (A/C, No, Ext): (847) 463-7814 FAX (A/C, No): (847) 483-1397 E-MAIL ADDRESS: asavage@assuranceagency.com
INSURED EMPICON-01 Empire Construction Company 214 West Ohio Street, 4th Floor Chicago IL 60654	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Casualty Company of R — 20427 INSURER B : Continental Insurance Company — 35289 INSURER C : Transportation Insurance Compa — 20494 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 479797531 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	7012109370	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7012109384	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7012109403	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7012109398	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			7012109370	1/1/2021	1/1/2022	Limit:	$250,000

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

Officer excluded on Workers Compensation policy: Lubna Khan

Proof of Insurance Only

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daniel G Gerson

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AIA® Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	FedEx O'Hare	Toilet Room Upgrades	Whitney Young High School	ComEd Midway Court
PROJECT LOCATION	O Hare Cargo Area Rd, Chicago, IL	3801 S. Central Ave, Cicero, IL	211 S Laflin St Chicago, IL	1500 Midway Ct, Elk Grove Village, IL
PROJECT TYPE	Industrial	Education	interior Improvement	Workplace
OWNER	FedEx	Morton College	Chicago Public School	ComEd
ARCHITECT	Ghafari Associates	Demonica Kemper Architects, LLC	Wallin Gomez Architecture	Christopher B. Burke
CONTRACTOR'S PROJECT EXECUTIVE	Hamzeh Assaf	Lubna Khan	Hamzeh Assaf	Hamzeh Assaf
KEY PERSONNEL (include titles)	Jesus Ramirez / Project Manager	Hamzeh Assaf / Project Manager	Jesus Ramirez / Project Manager	Jesus Ramirez / Project Manager
PROJECT DETAILS	Contract Amount $1,268,405.82 Completion Date December 2019 % Self-Performed Work 100	Contract Amount $647,850.82 Completion Date June 2020 % Self-Performed Work 50	Contract Amount $1,652,542.00 Completion Date August 2020 % Self-Performed Work 100	Contract Amount $894,100.00 Completion Date March 2019 % Self-Performed Work 40
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Take Off	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Take Off	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Take Off	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Take Off
SUSTAINABILITY CERTIFICATIONS	Yes	Yes	Yes	Yes

AIA Document A305™ – 2020 Exhibit D. Copyright © 2020 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:36:13 ET on 11/20/2020 under Order No.7948402072 which expires on 11/19/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:
(3B9ADA37)

FGMARCHITECTS

CONTRACTOR BID/SCOPE REVIEW

Date: 05/10/2022

Client/Project Name: Hanover Township Emergency Services Building

Project Number: 21-3142.01

Contractor Name: Empire Construction Company

Contact Name & Title: Lubna Khan | President

Address: 214 W. Ohio St, 4th Floor , Chicago, IL 60654

Phone Number: 312-374-3388

Completed by: Jacob McLaughlin

GENERAL ITEMS	YES	NO
Review Bid Form. Submitted without modification? *Comment:*	X	
All blanks filled in on Bid Form? *Comment:*	x	
Did they give break out pricing? *Comment:*	X	
Did they provide numbers for all alternates? *Comment:*	X	
Bid signed and sealed by authorized employee of Contractor? *Comment:*	X	
Addenda Acknowledged on Bid Form? *Comment:*	X	
Did Contractor complete all the Certificates required to be submitted with the Bid Form? *Comment:*	X	
Did Contractor submit a Bid Bond? Certified check? Cashier's check? *Comment: Bid bond*	X	

© 2022 FGM Architects

1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523-2109
630.574.8300 **PHONE** 630.574.7070 **FAX**
fgmarchitects.com

GENERAL ITEMS	YES	NO
Does Contractor agree to comply with Prevailing Wage requirements? *Comment:*	x	
Will Contractor prepare and submit monthly Certified Payroll Statements, including subcontractors, to the Owner? *Comment:*	x	
Did Contractor submit A310 – Bid Bond if asked for? *Comment:*	x	
Did Contractor submit A305? *Comment:*		
Did Contractor attend the Pre-Bid Meeting and tour? *Comment:*	x	
Did Contractor's proposed Subcontractors attend the Pre-Bid Meeting? *Comment:*		x
Did Contractor visit the site and become familiar with all aspects of the Work? *Comment:*	X	
Did the Contractor's proposed Subcontractors visit the site and become familiar with all aspects of the Work? *Comment: no sure. Site excavator*	X	
Is Contractor aware this project is tax exempt, and did they include this in their Bid? *Comment:*	X	
Is Contractor satisfied that their bid includes the entire scope of Work for this project? *Comment:*	X	
Is the Contractor's Bid per plans and specs, including any single sourced materials and manufacturers? *Comment:*		
Does the Contractor's Bid include all allowances indicated? *Comment:*	X	

© 2022 FGM Architects

GENERAL ITEMS	YES	NO
Is Contractor willing to participate in the Owner's security plan and allow all employees that will be on site to be processed thru the background screening process? Are his subcontractors in agreement with this policy? *Comment:*	X	
Contract Form, AIA 101, Stipulated Sum. Has the Contractor reviewed or is familiar with this form and is Contractor willing to sign? *Comment:*	X	
General Conditions, AIA 201. Did Contractor review and understand all aspects? Are the requirements included in the Bid? *Comment:*	X	
Did Contractor review and understand all aspects of the Supplementary Conditions? Are all requirements included in the Bid? *Comment:*	X	
Will Contractor provide Insurance Coverage as described in the Supplementary Conditions? Including amounts and additional insureds? Has the Contractor included the cost of insurance in the Bid? *Comment:*	X	
Can the Contractor obtain the required Performance, Payment, and Material Bonds? Has the Contractor included the cost of the bonds in the Bid? *Comment:*	X	
Does Contractor understand the site logistics, including access, parking, and deliveries, restrictions, etc? Has the Contractor included any unusual requirements in the Bid? *Comment:*	X	
Has Contractor reviewed the submittal process and will they adhere to the requirements? *Comment:*	X	
Is Contractor aware that they are solely responsible for site safety? *Comment:*	x	
Is Contractor aware that they is solely responsible for all construction activities including ways, means, methods, and techniques to provide the Work? *Comment:*	x	

© 2022 FGM Architects

GENERAL ITEMS	YES	NO
Has the Contractor reviewed the proposed construction schedule and do they agree and willing to commit to it? *Comment:*	x	
Will the Contractor prepare and submit a submittal schedule within 2 weeks of contract award? *Comment:*	x	
Will the Contractor prepare and submit a detailed construction schedule indicating progress of the work to meet the Substantial Completion Dates? *Comment:*	x	
Notes and Comments: Are you comfortable with your bid? – Did you forget anything, or qualify anything? – Are you able to still meet the schedule? (especially in today's environment) – Any concerns with materials or lead times? – References sent? Alt 4		

PROJECT SPECIFIC ITEMS	COMMENTS
Base Bid Proposal | with alt Max	$2,888,000 | $3,256,000
Pre-Engineered Structure Sub-Contractor	Morton
Longest Lead times to consider	- Preengineer building - HVAC – - OH doors
Does the base bid include sanitary and watermain construction for phase 1 (emergency services)?	
If chosen, can they provide unit prices for 8 inch and 12 inch watermain that more closely reflect the difference in costs?	No problem. Was working on direct unit price when bid was due.

© 2022 FGM Architects

PROJECT SPECIFIC ITEMS	COMMENTS

FGM ARCHITECTS

REFERENCE VERIFICATION

Date:	May 11, 2022
Project Name:	Hanover Township Emergency Services Building
Project No:	21-3142.01
Contractor Name:	Empire Construction Company
Address:	214 W. Ohio St, 4th Floor
City, State, Zip:	Chicago, IL 60654
Reference Name:	Northeastern Illinois Regional Crime Lab
Contact Person:	Philip Kinsey
Telephone No:	(406) 493-8083

1. Did they perform <*Name of Project Referenced*> for you? Was it new construction or renovation? Building out of a forensic lab space. Renovation. Started at $1.1 million, now is $1.3 million.

2. What was the project delivery system? Design-Bid-Build, Construction Manager as Constructor, Construction Manager Advisor or other? GC

3. Was the project completed on schedule? If not, give a brief description of what caused the project to go past scheduled completion date. Punch list items being addressed currently. Supply chain issues. Owner noted the architectural drawings did not indicate the correct mechanical equipment; lead times for equipment pushed project.

4. Was the project completed on budget or as bid? If not, give a brief description of the number and type of change orders that occurred (Owner initiated, Unforeseen Conditions, Design errors) and if they were contentious) From the owners perspective the architect missed/under designed scope for mechanical system. Started at $1.1mil, now at $1.3mil

5. Did they provide initial documentation such as Insurance, Bonds, Contracts, Submittal Schedules, Product Data and other documentation? Good

6. Did they communicate with A/E in accordance with Contract Documents? Meeting minutes, proper lines of communication, etc. Owner was inexperienced with construction. Wishes they walked them through more of the project.

7. Did they submit, follow and update a written project schedule in accordance with Contract Documents? Yes

8. Was the quality and timeliness of submittals acceptable? Yes.

9. Did they adequately staff the project? Superintendent? Could have been better. Owner felt like there could have been more people on site. This may be inconclusive.

10. Did they properly coordinate and cooperate with sub-contractors and other contractors? Yes

11. Were materials and workmanship in compliance with Contract Documents? Substitutions during construction? Installed unapproved work? Yes.

12. Did they generate an inordinate number of RFI? Were they justified? Frivolous? No

13. Did they submit appropriate documentation for Pay Requests, Change Orders, RFP's, LEED, etc.? no

14. Did they perform punch-lists prior to requesting A/E final reviews? Still in process of completing punch-list.

15. Did they submit close-out documentation in accordance with Contract Documents? n/a

16. *On a scale of 1-5 (5 being the best) how would you rate their quality of work? 4 – would work with again. Architect on project was not great, made things difficult.

17. *On a scale of 1-5 (5 being the best) how would you rate the quality of their sub-contractors? 4

18. Have you worked with this contractor on other projects? Was the experience similar to this one? Better? Worse? Explain. This was the only project they had done with them.

19. *Would you work with this contractor again and would you refer this contractor to someone else? Why? Why not. Yes, would work with them again, good to work with.

20. Additional Comments:

RESOLUTION _____

A RESOLUTION
TO AUTHORIZE THE ACCEPTANCE OF A JUDICIAL DEED FOR CERTAIN REAL ESTATE (1169 ROBINHOOD DR.)

WHEREAS, pursuant to the Township Code, 60 ILCS 1/85-50, the Supervisor and Board of Trustees (collectively, the "Board") of Hanover Township (the "Township") may petition the Circuit Court of Cook County to have property declared abandoned if the property is tax delinquent for two (2) or more years, unoccupied by persons legal in possession, and contains a dangerous or unsafe building; and

WHEREAS, the property commonly known as 1169 Robinhood Drive (the "Property") has been tax delinquent for two (2) or more years, is and has been unoccupied, and contains dangerous or unsafe building conditions, including, but not limited to, a vacant, uncovered in-ground swimming pool; and

WHEREAS, the Township initiated abandonment proceedings in the Circuit Court of Cook County against the Property in the matter entitled, *County of Cook v. 1169 Robinhood Drive*, Case No. 2020-M1-400524 (the "Abandonment Proceeding"), and an Order of Abandonment was entered in said proceedings on March 23, 2022; and

WHEREAS, on May 4, 2022, the Township petitioned the Circuit Court of Cook County for the issuance of a Judicial Deed in the Abandonment Proceedings, and the Circuit Court of Cook County has advised that it will approve said petition and issue a Judicial Deed transferring ownership of the Property to the Township; and

WHEREAS, the Township seeks to accept the Judicial Deed to the Property which, when issued by the Circuit Court of Cook County, will operate to extinguish all existing ownership interests in, liens on, and any other interests in the Property, including tax liens, and transfer ownership of the Property to the Township.

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

SECTION ONE: ACCEPTANCE. The issuance of a Judicial Deed by the Circuit Court of Cook County for the property commonly known as 1169 Robinhood Drive (the "Property") in the proceeding entitled, *County of Cook v. 1169 Robinhood Drive*, Case No. 2020-M1-400524 (the "Abandonment Proceeding"), is hereby acknowledged, and said Judicial Deed is hereby accepted.

SECTION TWO: AUTHORIZATION. Upon the issuance of the Judicial Deed by the Circuit Court of Cook County, the appropriate officers and agents of the Township are hereby authorized to record such Judicial Deed on behalf of the Township and to take such further action as may be necessary to accomplish the purposes of this Resolution and the consummation of the transfer of the Property to the Township.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

_____
Brian P. McGuire, Supervisor

ATTEST:

_____
Katy Dolan Baumer, Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 17, 2022, and approved on May 17, 2022, as the same appears from the official records of the Hanover Township.

_____
Katy Dolan Baumer, Clerk

HANOVER TOWNSHIP

Memorandum

Date: May 13, 2022

To: Hanover Township Supervisor and Board of Trustees

From: James Barr, Township Administrator
Kristin Vana, Assistant Township Administrator

Re: ProxIT Technology Services

For the last six years, Hanover Township has contracted with ProxIT Technology Solutions for computer and information technology (IT) services receiving both on-site and remote IT support. Throughout the current contract, staff has been highly satisfied with the IT support received and the low cost of the services. Staff have had a positive experience with ProxIT and are making the recommendation to continue contracting with the firm in the next fiscal year.

ProxIT has proposed to transition the agreement with Hanover Township from a Time and Materials contract to a Managed Services contract which will provide a more proactive approach to managing the Township's technology structure. The Managed Service contract provides a simplified pricing structure in which the Township will pay a flat fee per computer/server included in the contract. The proposed cost for each MSP computer is $80 per month and each MSP server is $120 per month. Datto backup service, which securely allows ProxIT to monitor and manage system endpoints on a cloud-based platform, and Microsoft Office licensing monthly costs will also be added into the monthly flat fee. The Managed Services contract includes priority ticket queuing, antivirus software, annual budgeting meeting, IT strategy planning assistance and a remote management and monitoring (RMM) agent for each computer. This will allow ProxIT to monitor the health of each computer and address any areas for concern, proactively, in addition to providing up to date inventory lists and regular performance reporting of equipment. The total fixed monthly fee for Managed Services is $9,213 and will include the monitoring and support of the organizations computers, servers, and phone system.

Staff completed a cost analysis by contacting two additional information technology providers in the area to determine their current IT rates, receiving a total of 3 quotes for Managed IT Services, including ProxIT. Mother-G was the second IT provider with a rate of $125 per computer and $155 per server. Staff also received a quote from the IT provider, Empist, with a rate of $100 per computer and $145 per server. Like ProxIT, Mother-G and Empist both offered very similar Managed Service packages including the same amenities and support as ProxIT. The cost for Microsoft Office licensing is established by Microsoft and is the same for any IT vendor.

In FY 21, the Township spent approximately $74,500 on IT network labor and Microsoft Office licensing and in FY 22 the Township spent $84,165. Currently, the Township is charged a per hour rate for all IT

requests submitted. Staff time spent troubleshooting IT issues prior to submitting IT tickets can at times be significant and are not reflected in the number of hours or cost related to addressing IT issues. In the proposed agreement for Managed Services, internal staff time would be alleviated by ProxIT providing remote management and monitoring for users resolving issues as they arise. Managed Services will allow ProxIT to have more supervision and knowledge of day-to-day IT operations providing a more proactive approach than the Township's current monitoring procedures. This intimate management of the Township's network will also further minimize the chance of expensive network problems. Staff access to IT services through Managed Services will also increase, as ProxIT will have the ability to immediately identify and work through issues remotely. Currently non-urgent IT issues may take more time to resolve, however with this new service, IT support will be more readily available with less staff troubleshooting needed. Staff experiencing routine IT issues will be resolved more quickly resulting in less staff down time and higher productivity. The Managed Services agreement will also allow ProxIT to keep an up-to-date inventory list of the equipment within the organization, a more detailed list of annual computer replacements, as well as reviewing thorough performance reports to maintain the health of the Township's equipment. While the Township currently meets with ProxIT annually to review IT needs and plan for large IT projects for the next year, some costs can be unpredictable as a result of not having an exact idea of the health of staff computers. With Managed Services, ProxIT will have health reports of all Township equipment which will allow the Township to more strategically plan and develop a more accurate IT budget for the next year.

ProxIT continues to provide excellent support and IT services, most importantly during the pandemic as the Township moved to allow many staff to work from home. ProxIT has proven to be helpful on a variety of different projects over the last six years and has a significant knowledge of the Township's IT systems. Accomplishments include the implementation of a new Township wide phone system in 2018 and the replacement and migration of the Township's fileserver to cloud-based services in 2019. ProxIT continues to be extremely knowledgeable with the Township's many softwares including MySenior Center in Aging Services, CIS in Youth and Family Services, Visual GA in Human Services, and UpKeep in Facilities and Road Maintenance and offers effective support when needed. ProxIT consistently works with staff when completing work to ensure there is no disruption during Township business hours. They continue to assist with cost efficient computer replacements each year and ensure they are available to Township staff to consult on special projects or troubleshoot the needs of each department as they arise.

The resolution to approve the service agreement with ProxIT Technology Solutions for computer and information technology services will be presented to the board for approval at the next Township Board meeting on May 17, 2022. Should you have any questions or concerns, please do not hesitate to contact Assistant Township Administrator Kristin Vana at kvana@hanover-township.org or (630)837-0301.

Thank you for your consideration.

RESOLUTION NO. _____

A RESOLUTION
TO APPROVE AN AGREEMENT WITH PROXIT TECHNOLOGY SOLUTIONS, INC., FOR COMPUTER AND INFORMATION TECHNOLOGY SERVICES

_____

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

SECTION ONE: APPROVAL. The Master Service Agreement (the "Agreement") between Hanover Township (the "Township") and Proxit Technology Solutions, Inc. for computer and information technology services at Township property and/or for Township use, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

_____
Brian P. McGuire, Township Supervisor

ATTEST:

_____
Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution _____, enacted on May 17, 2022, and approved on May 17, 2022, as the same appears from the official records of Hanover Township.

_____
Katy Dolan Baumer, Township Clerk

MASTER SERVICE PROVIDER AGREEMENT

"**Proxit**" Proxit Inc. 53 W Jackson Blvd, Suite 1115 Chicago, IL. 60604 Office: 312-757-2200 Email: sstephens@proxitinc.com	"**Client**" Hanover Township 250 S IL Rt 59 Bartlett, IL. 60103 Office or cell: 630-837-0301 Email: kvana@hanover-township.org

This Master Service Provider Agreement ("**Agreement**") is made effective April 1, 2022 ("**Effective Date**"), by and between Proxit Inc. ("**Proxit**"), an Illinois corporation, and Client as identified above.

Recitals

WHEREAS, Proxit provides custom services pertaining to the installation and maintenance of computer technology and information management and storage systems; and

WHEREAS, Client has requested a package of services to be delivered by Proxit at a fixed monthly rate, and Client has agreed to retain Proxit to provide such services pursuant to the terms and conditions of this Agreement.

Promises, Covenants, and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of such consideration being hereby acknowledged by the parties of this Agreement by execution of this Agreement, the parties hereby agree as follows.

Article 1: Preliminary Matters.

1.01 Incorporation of Recitals. The above recitals of this Agreement are hereby incorporated into and made a part of this Agreement.

1.02. Certain Definitions. In addition to the defined terms parenthetically set forth in this Agreement, the following words and terms shall have the following meaning unless the context clearly requires otherwise.

(a) "**Confidential Information**" shall mean and include any and all "trade secrets," as such term is defined in the Uniform Trade Secrets Act as adopted in the State of Illinois, 765 ILCS 1065/2(d):

> "Trade secret" means information, including but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that:
>
> (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
>
> (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Such confidential information may be obtained from or disclosed by Client to Proxit, or by Proxit to Client, either directly or indirectly in writing or orally. Confidential Information shall also include compilations of personally identifiable, confidential, or private information of third-Persons, including, but not limited to, social security numbers, medical information, and credit card information. Confidential information does not include information which (i) the party providing the information has specifically identified as not being confidential in nature; (ii) was or has become publicly known and made generally available through no wrongful act or omission or other fault of the information recipient; or (iii) has been rightfully received by the information recipient from a third-Person who is or was not prohibited from making such a disclosure.

(b) "**Client Work**" shall mean any and all Services, as described in paragraph 2.01 below, performed by Proxit for Client pursuant to this Agreement.

(c) "**Person**" shall mean an individual natural person, corporation, partnership, limited liability company or partnership, trust, unincorporated association, joint venture, joint stock company, municipal corporation, governmental entity or any political subdivision thereof, or any other legally-recognized entity.

1.03. Construction. The following principles of language construction shall apply to this Agreement unless the context clearly requires otherwise. Except where the context reveals the contrary, references to the plural include the singular, and the singular includes the plural. The word "may" is permissive, and the word "shall" is mandatory. The term "or" means the inclusive disjunction, as represented by the phrase "and/or." The words "hereof," "herein," "hereunder," and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Headings and titles are for reference purposes only and shall not control or affect the construction of this Agreement. Paragraph and exhibit references are to this Agreement unless otherwise specified.

1.04. Term. This Agreement is effective upon execution unless otherwise stated above and shall continue on a month-to-month basis; provided, however, the Agreement may be terminated by Client or Proxit, with or without cause, upon 30 days' written notice to the other party. As set forth below, Proxit may suspend work, after notice, for non-payment by Client.

1.05. Client's Confidential Information. All Confidential Information kept by the Client, including, but not limited to, taxpayer information and financial information of both taxpayers and Client, made available to Proxit or that becomes available to Proxit by virtue of this Agreement or the relationship created by this Agreement will be held in strict confidence by Proxit. At all times Client shall (a) maintain and store its confidential information in an encrypted manner with no less security than Advanced Encryption Standard 128 bit encryption; and (b) prohibit any and all personal digital devices of any of Client's trustees, employees, agents, customers, or other governmental entities or Persons, including, without limitation, laptop computers, smartphones, iPads and other tablets, from having access to Client's networks, wi-fi networks, or information systems where confidential information is maintained or stored. Any breach by Proxit of Client's confidential stored information including, but not limited to, taxpayer information and financial information of both taxpayers and the Client, shall result in the right to terminate this Agreement at Client's sole discretion. Proxit agrees to indemnify Client, pursuant to paragraph 4.08 of this Agreement, for any breach by Proxit of Client's Confidential Information; provided, however, Client will not be indemnified unless the conditions to indemnification as provided in paragraph 4.08 have been fully satisfied. Proxit shall not be responsible for or indemnify Client for any unauthorized or improper access to, use of, or disclosure of any of Client's Confidential Information arising from or related to any access to, use of, or disclosure of Client's Confidential Information by any of Client's trustees, employees, agents, independent contractors, or other governmental entities or Persons. Under no circumstances is Proxit guaranteeing or warranting that no Person or unknown governmental or non-governmental agency or Persons will not be able to hack, penetrate, or otherwise enter into Client's networks, wi-fi networks, or information systems. At all relevant times Client shall maintain cybersecurity insurance satisfactory to protect Client's needs as Proxit is not insuring either Client's systems or information.

1.06. Proxit's Confidential Information. Client shall keep secret Proxit's Confidential Information, including, but not limited to, any specific pricing or services information. Client understands and agrees that Proxit's pricing for certain services is proprietary and competitive information that Proxit does not want disclosed to competitors, and Client shall exercise commercially reasonable efforts to preserve such confidences.

1.07. Property. All systems, computer programs, operating instructions, and other documentation developed for or specifically relating to Client's information processing, and all of Client's source documents, stored data and other information of any kind, and reports prepared by Proxit solely for Client will be the property of Client. All temporary or permanent storage media containing Client's programs or other information of any kind will be available for inspection by Client's personnel or Client's designees at any time, and all information thereon will belong to Client, and shall be delivered to Client on Client's request, within a reasonable time.

Article 2: Services Provided by Proxit.

2.01. Services Provided by Proxit. (a) It is the intention of the parties that this Agreement shall apply to all Client Work performed by Proxit for Client during the Term of this Agreement. Proxit shall provide to Client the regular services (the "**Regular Services**") set forth in **Schedule A** attached to this Agreement. As part of the Regular Services, Client and Proxit shall endeavor to cooperate to establish and keep a maintenance schedule to preserve Client's information and computer equipment. Upon the establishment of a maintenance schedule between Client and Proxit, any change to the scheduled maintenance shall be agreed to by Client and Proxit in writing. This schedule shall include periodic reviews of existent equipment with recommendations by Proxit for replacement equipment, upkeep, and new equipment. Client Work shall also include extra services (the "**Extra Services**") including, but not limited to, work on special projects which Client requests Proxit to perform. Schedule A identifies certain services which are not included in the Regular Services, which are considered Extra Services for which there will be additional charges on Proxit's statements to Client. Schedule A also identifies certain services as excluded services ("**Excluded Services**") which are services that are not included in the scope of Regular Services or Extra Services, and therefore if requested by Client will be charged at Proxit's hourly rate of $115.00 per hour for work-station work and $125.00 per hour for server or network work under this Agreement. The terms, conditions, and provisions of this Agreement shall apply to any and all Regular Services, Extra Services, or Excluded Services performed by Proxit for Client.

(b) Schedule B attached to this Agreement and made a part hereof identifies Client's on-site equipment that is subject to this Agreement. This Schedule B should be updated after any substantial equipment changes, and at least annually, to ensure that all equipment that Client expects to be subject to this Agreement is included in the Agreement. Client's subscription costs may increase or decrease in an amount agreed to in writing by Client and Proxit, effective the following month upon any update to Schedule B.

(c) Schedule C attached to this Agreement sets forth the minimum standards that Client's equipment must meet to be subject to this Agreement. Client represents that, at the time of execution of this Agreement, its equipment meets these

minimum standards. To the extent it does not, Proxit, upon determining that the equipment does not meet such standards, will advise Client of such and recommend acquisition of replacement equipment meeting these minimal standards. Schedule C is subject to revision from time-to-time, as mutually agreed by the Parties, in writing, as industry standards evolve or change and certain technologies or software becomes obsolete.

(d) Client may orally request Extra Services on a one-time or occasional basis. However, if a Client desires any Extra Services to be performed on an on-going basis, such change in services performed may be reflected in a written modification to this Agreement signed by the Parties. Requests for Extra Services may be made on one or more job orders which Proxit shall prepare or Client's standard purchase order (collectively "**Job Orders**"). Job Orders shall be deemed accepted and subject to this Agreement if signed by a manager of Proxit and authorized representative of Client.

(e) Proxit shall provide Client Work (i) in accordance with the terms and subject to the conditions set forth in this Agreement and a Job Order, if applicable; (ii) using personnel of ordinary and reasonable skill, experience, and qualifications for professionals in Proxit's field; (iii) in a workmanlike and professional manner; and (iv) in accordance with generally recognized industry standards in Proxit's field; and (v) to the reasonable satisfaction of the Client.

(f) Client and Proxit shall each identify in writing representatives for purposes of communicating between the parties to execute the Client's Work. Client and Proxit shall each respond promptly to any reasonable requests from the other for instructions, information, or approvals required by Proxit to provide the Services. If Proxit and Client jointly agree in writing to a time schedule for completion of Client's Work, Proxit shall use its best efforts to satisfy that schedule.

(g) Proxit will be available for providing reasonable emergency services, on weekends or during evening hours from remote locations. Given the nature of Proxit's services, Client is aware that a substantial portion of Proxit's services are provided to Client remotely and Client shall cooperate in ensuring Proxit has remote access to Client's information technology equipment. Proxit shall keep Client apprised of all work being performed and shall not undertake work without Client's prior consent except in emergency services where Client's information systems are imminently susceptible to corruption or loss, in which event Proxit has Client's authority under this Agreement to take any and all reasonable action to preserve the Client's information, and to the extent possible, computer equipment. Client further acknowledges that in the event of such an emergency situation, all priority should be given to preserving Client's information over preserving equipment. Proxit understands and acknowledges that time is of the essence in responding to emergency service situations and other service needs. Upon the completion of any emergency service situations, Proxit shall provide Client with a written report of the emergency

service situation, actions taken by Proxit to preserve Client's data, and what measures Proxit or Client can implement to prevent such threats, corruption, or loss in the future. For Client's subscribing to Proxit's 24x7 support Extra Service for certain systems or equipment, such support does not guarantee on-site, but rather provides for reasonable remote support and troubleshooting. If on-site work is necessary, Proxit will arrange for an on-site call with the next available field technician during hours when he or she is on-call.

(h) In some circumstances, with regard to older equipment or software owned or used by Client, Proxit will not be able to support such equipment or software because the manufacturer no longer provides releases or support for the equipment or software. Proxit will advised Client to replace such equipment or software. Also, some events that may affect Client's equipment or software or use of the same are beyond Proxit's control, such as internet service provider outages or lightning strikes that cause damage to Client's equipment or software.

Article 3: Proxit's Billing and Client Payments.

3.01. Proxit's billing. (a) Proxit shall provide Regular Services to Client on an on-going basis for a fixed minimum monthly fee of $9,213.00. Proxit will issue statements for Extra Services rendered which shall be billed by Proxit at the rate of $115.00 per hour for work-station work and $125.00 per hour for server or network work.

(b) An additional $50.00 charge will be incurred per on-site visit and will not be assessed more than one charge per day; provided, however, Proxit has agreed not to otherwise charge for travel time to or from Client's principal offices, although it is Proxit's customary practice to charge for such.

(c) In the event Proxit is asked to procure any equipment or hardware for Client, Client shall provide sufficient documentation to support any claim by Client of sales or excise tax exemptions from the State of Illinois. Proxit shall use good faith efforts to obtain requested equipment at the best prices it can find, allowing for consideration of the quality of the equipment to be obtained; provided, however, Proxit does not guarantee that its procurement of equipment for Client is the cheapest available at any given moment. Proxit represents and warrants that it does not maintain any "partnership" or other relationships with any equipment vendor to procure equipment for its clients. Proxit will follow Client's direction in procuring equipment from specific vendors or manufacturers if such direction is provided. Client shall accept receipt of statements delivered via email to a specific person or email address provided by Client provided by Client under paragraph 4.01, "Notices," and Proxit shall subsequently mail a copy of receipt of statements to the specific person listed under paragraph 4.01, "Notices."

3.02. Client's payment. (a) Client shall pay Proxit in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1, *et seq*.

(b) Proxit may cease providing Services without being in breach of contract or incurring any negative impact until payment in full is made to Proxit.

Article 4: Additional Provisions.

4.01. Notices. Any notice or communication required or permitted pursuant to this Agreement shall be deemed to have been given upon actual delivery by personal delivery, including, without limitation, delivery by overnight messenger service or email or similar means of electronic communication to an email address provided by the party receiving the communication. In the absence of other specific direction communications shall be between the following representative persons:

If to Proxit:	*If to Client*:
Scott Stephens	Kristin Vana
Proxit Inc.	Hanover Township
53 W Jackson Blvd, Suite 1115	250 S Illinois Route 59
Chicago, IL. 60604	Bartlett, IL. 60103
Email: sstephens@proxitinc.com.	Email: kvana@hanover-township.org.

Each party shall be entitled to specify a different address by giving notice as aforesaid which shall become effective upon notice of the new address or email address being given to the other party.

4.02. Modification of Agreement. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Agreement shall be deemed or constitute a waiver of any other provision of the Agreement (whether or not similar), nor shall any waiver constitute a continuing waiver unless expressly provided so in writing.

4.03. Invalidity of Particular Provisions. If any clause, phrase, provision, or portion of this Agreement is or becomes illegal, invalid, or unenforceable, during the term of this Agreement, because of present or future laws, regulations, or rules of any governmental body or entity with competent jurisdiction to affect this Agreement, the intention of the parties hereto is that the remaining provisions of this Agreement shall remain in full force and effect.

4.04. Governing Law and Choice of Forum. The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of Illinois. Any litigation arising from or pertaining to this Agreement shall be brought, as appropriate, in the Circuit Court of Cook County, Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division, both courts being located in Chicago, Illinois.

4.05. Third Persons. Nothing in this Agreement, expressed or implied, is intended to confer upon or inure to the benefit of any Person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

4.06 Integration. This Agreement sets forth the entire understanding of Proxit and Client. Proxit and Client agree there shall be no change or modification to this Agreement unless any such amendment is dated, reduced to writing, execute by both parties and attached to and made a part of this Agreement.

4.07. Insurance. Proxit shall procure and maintain at all times, at Proxit's own expense, during the terms of this Agreement, the insurance coverage and requirements specified below, insuring all of Proxit's operations related to the Agreement. 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 Proxit's employees with limits of not less than $100,000.00 per accident or illness.

B. Commercial Liability Insurance. Commercial Liability Insurance or equivalent with limits of not less than $1,000,000.00 per occurrence, for bodily injury, personal injury, or property damage liability.

C. Automobile Liability Insurance. When any motor vehicle (owned, non-owned, or hired) is used in connection with Proxit's business activities, Proxit shall provide automobile liability insurance with limits of not less than $1,000,000.00 per occurrence, for bodily injury and property damage.

Proxit shall maintain professional liability insurance for its services performed. Proxit shall not be liable for any incidental or consequential damages, regardless of foreseeability, including, without limitation, loss of profits, good will, or data, interruption of work, or impairment of assets. Proxit shall not be responsible for insuring any of Client's personal or real property. Proxit 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 Proxit. Proxit shall, upon Client's request, furnish to Client original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, upon the Client's request, if the coverages have an expiration or renewal date occurrence during the term of this Agreement. Proxit shall, upon Client's request, submit evidence of insurance prior to entering into the Agreement. Proxit may produce copies of its insurance policies to Client. In such event, if Client has any dispute whether there is sufficient or proper coverage in compliance with this Agreement, Client shall so notify Proxit within 10 business days

of its dispute that Proxit has complied with insurance requirements. Proxit shall have 10 business days after notice from Client to either show that the insurance carried by Proxit complies with this Agreement or to provide new insurance coverage to comply with this Agreement. Proxit's current insurance provider has agreed to waive its rights of subrogation against Client as to commercial liability insurance.

4.08. Indemnification.

A. Proxit shall indemnify, protect, save, defend, and hold harmless the Client from and against all claims, damages, losses, costs, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees in the form of costs and attorneys' fees, arising from or related to (i) any act, error, or omission of Proxit or Proxit's directors, officers, or employees; or (ii) any accident, injury or damage occurring from, incidental to, or resulting from Proxit's or Proxit's employees use of the Client premises (unless such loss, damages, injury, or liability is contributed by a condition on the premises itself or any equipment thereon, whether latent or patent, or from other causes whatsoever) which results in bodily injury, personal injury, or property damage to any third-party other than Client or its trustees or employees. Proxit shall not be responsible for indemnifying Client as to any third Person claims arising from or related to Client's failure to adopt, implement, maintain, or monitor employees' compliance with information security policies, practices, actions, or equipment recommended by Proxit. This obligation to indemnify 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 this paragraph. This obligation to indemnify shall survive the expiration or termination of this Agreement for 6 months after termination of this Agreement. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Client as a unit of local government.

B. In the event a third-party asserts a claim against Client which Client believes is within the purview of Proxit's promise to indemnify Client pursuant to this Section 4.08, Client shall promptly notify Proxit of the existence of any claim, demand, or other matter involving potential liabilities to third-parties to which Proxit's indemnification obligations would apply and shall give Proxit a reasonable opportunity to defend the same at its expense and with counsel of its selection (who shall be approved by Client, which approval shall not be unreasonably withheld); provided that Client shall at all times also have the right to fully participate in the defense at its own expense. If Proxit shall, within a reasonable time after said notice, fail to defend, Client shall have the right, but not the obligation, to undertake the defense of, and to compromise, or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account, and at the risk and expense of Proxit. If the claim is one that cannot by its nature be defended solely by Proxit, Client shall make available all information and assistance that Proxit may reasonably

request. Client's failure to comply with these indemnification procedures shall nullify any obligation of Proxit to indemnify any third-party claim against the Client.

4.09. Compliance. Proxit shall comply with all applicable federal, state, and local laws relative to any work or services furnished hereunder, including, but not limited to, all applicable ordinances, regulations, license requirements, and statutes required to be complied with by Client.

4.10. Relationship of the Parties.

A. It is understood, acknowledged, and agreed by the parties that the relationship of the Proxit to Client arising out of this Agreement shall be that of an independent contractor. Neither Proxit, nor any employee or agent of Proxit, is an employee, partner, joint venture, and/or agent of Client, and, therefore, is not entitled to any benefits provided to employees of Client. Proxit has no authority to employ/retain any person as an employee or agent for or on behalf of Client for any purpose. Neither Proxit nor any person engaging in any work or services related to the Agreement at the request or with actual or implied consent of the Proxit may represent himself or others as an employee of Client. Should any person indicate to Proxit or any employee or agent of the Proxit by written or oral communication, through course of dealing or otherwise, that such person believes Proxit, or any employee or agent of Proxit, to be an employee of agent of Client, Proxit shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Proxit shall do so solely in the name of the Proxit's own business.

B. Proxit 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. Proxit will devote such time and resources as necessary to produce the contracted for results. Proxit shall supervise and direct the work associated with or in connection to this Agreement efficiently with its best skill and attention; and Proxit shall be responsible for initiating, maintain, and supervising all safety precautions and programs associated with Proxit's work pursuant to this Agreement.

4.11. Default. In the event of the failure of either party to perform all of its duties and obligations under the terms and conditions of the Agreement, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under the Agreement, including, but not limited to, reimbursement for reasonable attorneys' fees and court costs.

4.12. Non-Discrimination. Proxit 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 Proxit agrees not to deny services or use of the Client 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 (to the extent proscribed by Illinois Department of Human Rights Regulation § 2510.20) or otherwise in violation of any applicable local, state, or federal laws, ordinances, regulations, rules, and statutes.

4.13. Binding Obligation and Non-Assignability. This Agreement shall be binding upon and inure to the benefit of Client and Proxit and their respective successors and assigns. Notwithstanding the foregoing, Proxit shall not assign, lease, or sub-lease this Agreement without the express written consent of Client, which Client may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

4.14 *Force Majeure* and Limits on Performance. (a) Neither Proxit nor Client will be in default of its obligations under this Agreement or incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; war, riot, civil disorder, acts of terrorism or other hostilities; acts of God; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods, lightning strikes, or other natural disasters; epidemics and quarantines; damage to or destruction of either party's facilities, property, equipment, or services whether by Client or a Third-party; interruption of electricity; failure of or delay by carriers to transport or suppliers to furnish any item; failure, delays, or interruptions of internet or telecommunication services by service providers; any other event or circumstance beyond the control of the party affected – provided, however, that neither party will be excused, for any reason whatsoever, from any obligation that has accrued to make any payment in accordance with the terms of this Agreement.

(b) If either party's performance under this Agreement is delayed or prevented by any of the events described in subparagraph (a) above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with this Agreement.

(c) Proxit will not be in default of its obligations under this Agreement or incur any liability to the other if its performance of its obligations under this Agreement is delayed or prevented by Client's taking certain actions or otherwise acting contrary to the expressed recommendations of Proxit which give rise to conditions preventing Proxit from performing its obligations for Client.

(d) The parties acknowledge that Proxit's ability to perform its undertakings pursuant to this Agreement may be limited, ineffective, or impossible to the extent

support is required for Third-Party software which is not covered or eligible for coverage under a support contract offered by such Third-Party.

4.15. Execution in Counterpart. This Agreement may be executed in counterpart, and the Agreement along with all signature pages shall be treated as the whole.

4.16. Miscellaneous.

A. Nothing in this Agreement 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 Client, its Administrator, Supervisor, or 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; provided, however, that no such privilege or immunity shall be construed or deemed to shift any responsibility or liability to Proxit for acts or omissions of the Client beyond its obligations under Section 4.08 above.

B. Proxit warrants that Proxit is authorized to execute and effectuate this Agreement and Proxit does so voluntarily. Client warrants that Client is authorized to execute and effectuate this Agreement and Client does so voluntarily.

(Signature Page Follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Proxit Inc.	Client: Hanover Township
By: _____	By: _____
Scott Stephens, President	Name: _____
	Title: _____

Schedule A: Regular Work

Regular Services.
The following services are included in Client's monthly fee:

- Maintenance and support of existing servers, workstations, and other computer related equipment such as switches and modems;
- Ticket performance reports upon request;
- Provide network documentation upon request;
- Provision of anti-virus software to the system;
- On-going Windows patch management for installing important and urgent updates automatically. (Optional or recommended updates will not regularly be installed immediately upon release because such updates may cause service issues until proven as not being unstable or detrimental to the Client's current information system.);
- Remote monitoring for outages or other problems;
- Yearly IT Budgetary Meeting;
- Yearly IT Strategic Planning meeting and review; and
- 8x5 support – Monday through Friday from 9am to 5pm - excluding federal or state holidays;
- Up to 70 Licenses for Microsoft 365 Business Basic;
    - Additional licenses are billed at $6/month;
- Up to 41 Licenses for Microsoft 365 Business Standard;
    - Additional licenses are billed at $12.50/month;
- Up to 39 licenses for Microsoft 365 Exchange Kiosk License;
    - Additional licenses are billed at $2/month;
- Up to 1 license for Microsoft 365 Archive License;
    - Additional licenses are billed at $3/month;
- Up to 150 licenses for Trend Hosted Email Security;
    - Additional licenses are billed at $2/month;
- Up to 2 Datto Backup Cloud Retention for 1 year backup Agents
    - Additional agents are billed at $109/month.
- DNS hosting services;

Extra Services.
The following services are not included in Client's monthly fee, but may be provided upon request as set forth in the Agreement:

- 24x7 support – Sunday through Saturday – 24hrs – including holidays;
- Backup Services – Quarterly backup recovery testing, backup monitoring and maintenance;
- Network penetration testing services;
- Cloud Hosting Services:
    - Microsoft 365 Email Backup Services;
    - Server co-location hosting services; or
- Training Services.

Excluded Services. The following services shall be provided for Client only upon Client's request, are not within the scope of Regular Services or Extra Services, and shall be charged at Proxit's normal hourly rate as set forth in Section 3.01 of the Agreement:

- Computer hardware and other equipment upgrades;
- Repair or replacement of Client's equipment, information or telecommunication system, or services where damage or loss was caused by Client's or a Third-party's acts;
- Repair or replacement of Client's equipment, information or telecommunication system, or services where damage or loss was caused by the failure of any hardware components or software applications;
- Repair or replacement of Client's equipment, information or telecommunication system, or services where damage or loss was caused by Client allowing employees, agents, contractors, or others to use personal digital equipment to connect to the Client's equipment, information or telecommunication system, or services without adequately inspecting the same for malware or other security risks; or
- New computer and other equipment installations.

Schedule B: Client On-Site Equipment Subject to Agreement

Note: This Schedule B should be reviewed and updated at least annually to ensure that all of Client's information technology and telecommunications equipment subject to this Agreement is identified. Attached additional sheets if needed.

Equipment description	**8x5 Support**	**24x7 Support**
Workstations (Aging Services Lab Computers have been excluded)	94	
Servers/Network Devices	3	
Phone System/PBX	1	

Unless otherwise noted on this Schedule B, Client represents all the above equipment is located at the Client's facilities at Client's physical address on the first page of the Agreement.

Acknowledged:

_____ _____

Client Proxit

Dated: _____, 20_____

Schedule C – Minimum Equipment Standards

(Dated: December 1, 2020)

Client's information technology equipment shall minimally meet or surpass the following standards to be subject to coverage and servicing under this Agreement:

- All servers with Microsoft Windows Operating System must be running Server 2012 or later and have all related Service Packs and Critical Updates installed.
- All desktop, notebook, or laptop computers with Microsoft Operating Systems must have a minimum of Windows 8 and be running on the latest Service Packs and have Critical Updates installed.
- All software must be genuine, licensed, and vendor-supported.
- All wireless data traffic in the environment must be securely encrypted. Guest networks must use a minimum WPA2 encryption. Client network must have 802.11x radius authentication enabled.
- The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.

Any other minimal standards (please initial each additional standard inserted):

Acknowledged:

_____ _____

Client Proxit

Dated: _____, 20_____

RESOLUTION

Declaring June 3, 2022
NATIONAL GUN VIOLENCE AWARENESS DAY IN HANOVER TOWNSHIP

WHEREAS, the Hanover Township Board of Trustees, does hereby find as follows:

WHEREAS, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

WHEREAS, Illinois has an average of 1,505 gun deaths every year, with a rate of 11.9 deaths per 100,000 people. Illinois has the 35th highest rate of gun deaths in the US; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, elected officials and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, anyone can wear orange on June 3, 2022, to help raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, Hanover Township renews its commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hanover Township Board of Trustees, Cook County, Illinois, that June 3, 2022 is National Gun Violence Awareness Day in Hanover Township.

Dated: May 17, 2022

In Witness Whereof, we have hereunto to set our hands and caused the seal of Hanover Township to be affixed hereto.

_____
Trustee Alisa “Lee” Beattie

_____
Supervisor Brian P. McGuire

_____
Trustee Denise Camacho

_____
Clerk Katy Dolan Baumer

_____
Trustee Craig Essick

Seal of Hanover Township

_____
Trustee Eugene N. Martinez

Form Name:	Join a Board or Committee
Date & Time:	05/06/2022 11:35 AM
Response #:	55
Submitter ID:	12087
IP address:	104.235.101.177
Time to complete:	2 min. , 0 sec.

Survey Details

Page 1

Choose a Board or Committee

(○) Mental Health Board

First Name

Faiza

Last Name

Rahim

Email

FaizaR786@gmail.com

Phone

(630) 797-8654

Address

1903 Aspen Drive

City

Hanover Park

State

Illinois

Zip Code

60133

Tell us about yourself

Currently I am serving on the mental health board and will like to continue to do so. I have found the impact I am able to make in my community amazing. If re-elected, I would like to do more through the board. I feel mental health and drug abuse can reach more within the community and I hope to see that spread.

Form Name:	Join a Board or Committee
Date & Time:	04/27/2022 1:46 PM
Response #:	54
Submitter ID:	12066
IP address:	2600:1700:c990:dad0:c8a2:aef:41a:e724
Time to complete:	2 min. , 51 sec.

Survey Details

Page 1

Choose a Board or Committee

(○) Mental Health Board

First Name

matthew

Last Name

Steichmann

Email

Matthew.Steichmann@gmail.com

Phone

(630) 220-8301

Address

9N291 Old Lake St

City

Elgin

State

Illinois

Zip Code

60120

Tell us about yourself

Member of the HTMHB since 2018. Reapplying for another four year term, as the experience and expertise I've gained in the past four years serving on the board positions me to be an asset to the board going forward.