## AGENDA SHOREWOOD-TROY PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES Meeting Room A

## Building Committee Meeting July 24th, 2024, 5:30 pm

- 1. Welcome
- 2. Call to order and roll call
- 3. Changes/Additions to the Agenda
- 4. Comments from the Public

MEMBERS OF THE PUBLIC ARE INVITED TO SPEAK TO THE BOARD. COMMENTS ARE TO BE LIMITED TO THREE MINUTES OR LESS. DUE TO OPEN MEETINGS ACT RESTRICTIONS, ACTIONS MAY NOT BE TAKEN ON ITEMS NOT ALREADY ON THE AGENDA, BUT ACTION MAY BE DEFERRED TO A LATER BOARD MEETING.

- 5. Old Business
- 6. New Business
  - a. Recommend to Full Board to Authorize the lowest-responsible bid from Concord-OVC-JV at \$421,185 (Action)
  - b. Recommend to Full Board to Authorize Bret Mitchell, the Library's architect, to begin the process of value-engineering the project to lower cost (**Action**)
  - c. Recommend to Full Board to Authorize Adam Simon, the Library's attorney, to begin vetting Concord-OVC-JV and contractual agreements (Action)
- 7. Other Business
- 8. Adjourn

Any individuals requiring special accommodations as specified by the Americans with Disabilities Act are requested to notify the Shorewood-Troy Public Library District Director at 815-725-1715 at least 24 hours before the meeting date.

For further information regarding this meeting agenda, please contact:

Jennie Cisna Mills, Director

Shorewood – Troy Public Library District

650 Deerwood Dr., Shorewood, IL 60404

815-725-1715, jmills@shorewoodtroylibrary.org

## SHOREWOOD-TROY PUBLIC LIBRARY BUILDING COMMITTEE MEETING

Meeting Room A Shorewood Troy Library, 650 Deerwood Dr. Shorewood, IL 60404 July 11, 2024, 6:30 pm

The Building Committee Meeting was called to order at 6:30 p.m. on July 11, 2024, by President Thomas Novinski. Roll call was conducted with all members present.

## **BUILDING COMMITTEE MEMBERS PRESENT:**

- 1. Thomas Novinski
- 2. Karen Voitik
- 3. Vito Schultz

## STAFF PRESENT:

- 1. Jennie Mills, Director
- 2. Cindy Norman, Finance Clerk

## OTHERS PRESENT:

CHANGES/ADDITIONS TO AGENDA: NONE

APPROVAL OF MINUTES FROM THE BUILDING COMMITTEE MEETING ON JUNE 13th, 2024: Karen moved, Vito seconded. All voted 'Yes' to approve.

COMMENTS FROM THE PUBLIC: None

**OLD BUSINESS: None** 

## **NEW BUSINESS:**

- a. Adler Roofing came out to evaluate the condition of the roof. Overall, the roof is in fairly good condition. There is an area in the northwest corner where the membrane has shrunk, causing it to pull away from the corner and the shingle roof tie-in. This could soon lead to tearing and create a leak. For \$1,970, Adler will come and complete the work needed to fix this area as well as clean up maintenance. The repair should take a little over half a day.
- b. Secretary Voitik moved/Vice President Schultz seconded to approve the replacement of the ejector pump in the amount of \$5,780. A roll call was taken and the motion passed with all members present voting 'yes'.

c. Secretary Voitik moved/Vice Presient Schultz seconded to cap the broken light fixture and attach flood lights to the outside bricks. This work is authorized up to \$1,500. A roll call was taken, and the motion passed with all members present voting 'yes.'

OTHER BUSINESS: Bid requests for the parking lot update went out and should be back by the 18<sup>th</sup>. Bret will be able to go through them and have them graded by the 22<sup>nd</sup> and then move forward by having another Building Committee meeting on the 24<sup>th</sup> to approve.

Vice President Schultz motioned to adjourn at 6:41 pm; Secretary Voitik seconded. The meeting was adjourned. The next Building Committee Meeting will be at 5:30 pm on Wednesday, July 24th.

Respectfully submitted,

Cindy Norman, Finance Clerk

July 24, 2024

TO: Building Committee/Board of Trustees

FROM: Jennie Mills, Director

RE: Bids received

I have enclosed the Bid tabulation sheet and a memo from the Library's architect, Bret Mitchell. Bret will be at the Building Committee Meeting and Board Meeting on Wednesday. The Bids did come in higher than anticipated. Bret provides options for value-engineering some lower costs in the project.

The Library should seek to value-engineer this project. However, it can also absorb some cost overruns. For example, at PMA, the Library holds a CD worth approximately \$110,000 that it has let rollover for 3 to 4 years now.

| Contractor                        |                    | Performance and Payment<br>Bonds - Overall Bid for All<br>Tasks | Completion Time -<br>Overall Bid for All<br>Tasks | Alternate No. 1 -<br>Construct the Project<br>in Two Phases | Additional Performance and<br>Payment Bonds - For<br>Alternate No. 1 Work | Estimated Completion Time -<br>Phases 1 and 2            | Alternate No. 2 -<br>Maintain Landscaping<br>for 1 Year | Additional Performance<br>and Payment Bonds - For<br>Alternate No. 2 Work |     | Completion of<br>BEP Utilization<br>Plan | Meets MBE<br>Goal of 20%<br>(Yes/No) | Meets WBE<br>Goal of 5%<br>(Yes/No) | Total MBE/WBE<br>Amount (25%<br>Minimum) | Certification<br>of No Tax<br>Deliquency | Certificate of<br>Insurance |
|-----------------------------------|--------------------|---|---|---|---|--|---|---|-----|--|--------------------------------------|-------------------------------------|--|--|-----------------------------|
| R. Berti Building<br>Solutions    | \$436,398.00       | \$6,000.00  | 90 Calendar Days                                  | Add of \$12,500.00  | \$250.00  | Phase 1 - 70 Calendar Days<br>Phase 2 - 45 Calendar Days | Add of \$19,500.00                                      | \$350.00  | Yes | Yes                                      | No - 17.17%                          | Yes - 17.79%                        | 34.97%                                   | Yes                                      | Yes                         |
| Bisping Construction<br>Co., Inc. | \$486,716.93       | \$9,700.00  | 65 Calendar Days                                  | Add of \$3,900.00   | \$100.00  | Phase 1 - 40 Calendar Days<br>Phase 2 - 15 Calendar Days | Add of \$7,000.00                                       | \$140.00  | Yes | Yes                                      | No - 12.71%                          | Yes - 10.05%                        | 22.76%                                   | Yes                                      | Yes                         |
| Concord-OVC-JV                    | \$421,515.00       | \$4,770.00  | 90 Calendar Days                                  | Add of \$18,800.00  | \$150.00  | Phase 1 - 60 Calendar Days<br>Phase 2 - 30 Calendar Days | Add of \$13,350.00                                      | \$150.00  | Yes | Yes                                      | Yes - 26.42%                         | Yes - 5.31%                         | 31.73%                                   | Yes                                      | Yes                         |
| GR Engineering, LLC               | \$565,000.00       | \$5,000.00  | 55 Calendar Days                                  | \$510,000.00  | \$3,000.00  | Phase 1 - 40 Calendar Days<br>Phase 2 - 15 Calendar Days | Add of \$38,500.00                                      | \$1,500.00  | Yes | Yes                                      | No - 19.38%                          | No - 1.59%                          | 20.97%                                   | Yes                                      | Yes                         |
| Apparent Lower<br>Bidder          | Raco Rid - Overall | Performance and Payment<br>Bonds - Overall Bid for All<br>Tasks | Completion Time -<br>Overall Bid for All<br>Tasks | Alternate No. 1 -<br>Construct the Project<br>in Two Phases | Additional Performance and<br>Payment Bonds - For<br>Alternate No. 1 Work | Estimated Completion Time -<br>Phases 1 and 2            | Alternate No. 2 -<br>Maintain Landscaping<br>for 1 Year | Additional Performance<br>and Payment Bonds - For<br>Alternate No. 2 Work |     | Completion of<br>BEP Utilization<br>Plan | Meets MBE<br>Goal of 20%<br>(Yes/No) | Meets WBE<br>Goal of 5%<br>(Yes/No) | Total MBE/WBE<br>Amount (25%<br>Minimum) | Certification<br>of No Tax<br>Deliquency | Certificate of Insurance    |
| Concord-OVC-JV                    | \$421,515.00       | \$4,770.00  | 90 Calendar Days                                  | Add of \$18,800.00  | \$150.00  | Phase 1 - 60 Calendar Days<br>Phase 2 - 30 Calendar Days | Add of \$13,350.00                                      | \$150.00  | Yes | Yes                                      | Yes - 26.42%                         | Yes - 5.31%                         | 31.73%                                   | Yes                                      | Yes                         |



July 22, 2024

Jennifer Cisna Mills, Library Director Shorewood-Troy Public Library 650 Deerwood Drive Shorewood, Illinois 60404

## RE: Rebid for the New Parking Lot and Site Improvements at the Shorewood-Troy Public Library

Jennie:

Four (4) bids for the project were received at the library on Thursday, July 18, 2024. They were as follows:

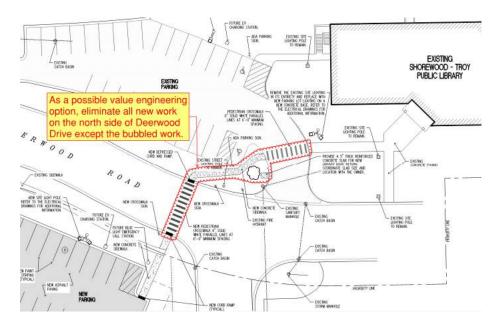
R. Berti Building Solutions = \$436,398.00 Bisping Construction = \$486,716.93 (Previous Bid of \$439,900.00 - Difference of \$46,816.93)\* Concord-OVC JV = \$421,515.00 GR Engineering, LLC = \$565,000.00

\*Please note that during the initial bidding for this project, Bisping Construction submitted a noncompliant bid of \$439,900.00 for this work. This bid did not include any MBE/WBE subcontractors. Their new bid utilizing MBE/WBE subcontractors was \$46,816.93 higher.

The project budget is \$300,000.00. Therefore, all bids are overbudget. As soon as we received the bids, our office initiated discussions with our consultants to determine and evaluate value engineering options to bring the project down to the budget amount. The potential value engineering options are as follows:

## **Value Engineering Option 1**

Eliminate all new work on the north side of Deerwood Drive except for the new concrete sidewalk, new concrete pad for the library book return, and new paint striping from the existing sidewalk in front of the library to the new south parking lot. This value engineering option eliminates all the parking lot work and electrical work at the existing parking lot. Refer to the diagram below.





### **Value Engineering Option 2**

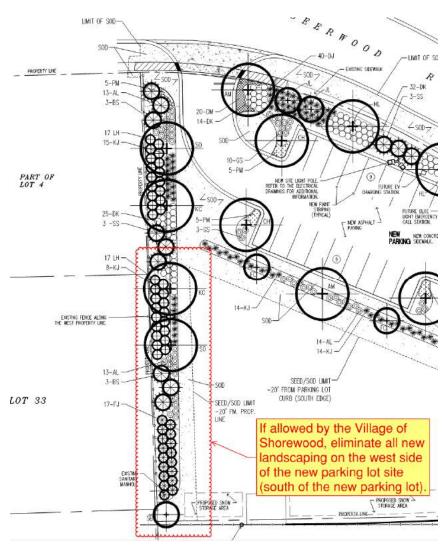
To gain additional savings, eliminate the electrical work associated with the future EV charging station and the future blue light emergency call station at the new south parking lot. This value engineering option eliminates all of the electrical work except for the new light pole, light pole base, conduit and wiring to the new light pole. New parking lot lighting is required per the Village ordinance.

## **Value Engineering Option 3**

Identify savings in the landscaping package and get the changes approved by the Village of Shorewood. Currently, the landscape design meets the Village's requirements. However, based on the project being overbudget, we feel that it is critical to approach the Village to try to reduce the landscape requirements. Please note that any landscaping changes would need to be reviewed and approved by the Village of Shorewood. Therefore, we would need to go back through the lengthy Village of Shorewood approval process.

The proposed landscaping changes are as follows:

- Reduce the container size of the perennials and daylilies to "quarts" in lieu of "gallons".
- Use wood chip mulch instead of shredded hardwood mulch.
- Eliminate some or all of the new landscaping on the west side of the new parking lot site (south of the new parking lot) adjacent to the fence. Refer to the diagram below.





### **Next Steps**

To move forward with the value engineering and to bring this project down within budget, the library board will need to decide on the next steps. In our opinion, these options are the best to consider.

**Option 1** – We make the proposed value engineering changes and send the project back out to bid. This approach would take the most time. We also cannot predict how many companies would bid on the project and the pricing we will receive.

**Option 2** – We contact the four (4) general contractors that bid on the project, present them with the proposed value engineering options. We also request that they provide any additional value engineering options for consideration. We believe that this process could be completed in 2-3 weeks.

**Option 3** – We only contact the apparent low bidder, Concord-OVC-JV, and work with them to bring down the project costs. We present them with the proposed value engineering options. We also request that they provide any additional value engineering options for consideration. We believe that this process could be completed in 2-3 weeks.

## **Other Considerations**

The funding for this project is being provided by the State of Illinois Department of Commerce and Economic Opportunity (DCEO). As such, the contractors need to comply with the requirements of the DCEO Grant. The State of Illinois has set an overall Business Enterprise Program (BEP) utilization goal of 25%. They are requiring that 20% of the grant dollars go to minority-owned business enterprises (MBEs) and 5% of the grant dollars go to women-owned business enterprises (WBEs). Per the State of Illinois, the individual MBE/WBE utilization goals are based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of the Utilization Plan (UP) and only subcontractors/suppliers certified through CMS' Business Enterprise Program will count toward meeting the utilization goals for this grant. Of the current bids, only Concord-OVC-JV meets all of these requirements. Here is a summary from the bid tabulation form for each general contractor:

## R. BERTI BUILDING SOLUTIONS - \$436,398.00

MBE (Landscaping) is 17.17% of the Fee (20% Minimum Required)
WBE (Electrical) is 17.79% of the Fee (5% Minimum Required)
Total MBE/WBE Amount is 34.97% (25% Minimum Required)

## **BISPING CONSTRUCTION - \$486,716.93**

MBE (Asphalt Paving) is 12.71% of the Fee (20% Minimum Required) WBE (Concrete) is 10.05% of the Fee (5% Minimum Required) Total MBE/WBE Amount is 22.76% (25% Minimum Required)

## CONCORD-OVC JV - \$421,515.00

MBE (Concrete and Asphalt Paving) is 26.42% of the Fee (20% Minimum Required)

WBE (Excavating) is 5.31% of the Fee (5% Minimum Required)

Total MBE/WBE Amount is 31.73% (25% Minimum Required)

## **GR ENGINEERING, LLC - \$565,000.00**

MBE (Engineering and Project Management) is 19.38% of the Fee (20% Minimum Required) WBE (Soil Testing) is 1.59% of the Fee (5% Minimum Required)
Total MBE/WBE Amount is 20.97% (25% Minimum Required)



It must be noted that any value engineering changes will increase or decrease the percentage of MBE/WBE contract amounts on this project. This adds another complication to the value engineering process. We will need to keep an eye on these percentages when reviewing any revised pricing.

Our office will move quickly once the library board provides direction on the next steps for this project.

**ETHOS WORKSHOP ARCHITECTS** 

Bret D. Mitchell, AIA, NCARB

**Managing Principal** 

## REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

July 18, 2024

Ms. Jennifer Cisna Milis Director 650 Deerwood Drive Shorewood, IL 60404

RE: REBID FOR THE NEW PARKING LOST AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

Concord Excavating Enterprises, Inc. (Concord Excavating) W.B.E./D.B.E., and Old Veteran Construction (Old Veteran) M.B.E., have formed a minority, small business Joint Venture - Concord-OVC JV. In forming this Joint Venture, we have partnered together to pursue General Contracting work in the greater Chicagoland area. Between Concord Excavating and Old Veteran, we bring over 65 years of experience in the contracting industry, provide the ability to perform the services described in the Specifications, will ensure sufficient staffing capacity, manage construction through project close-out and to quickly resolve any procurement or construction related issues negatively impacting the performance of the Work.

## CONCORD-OVC JV

Ms. Kristin Evers [Lead JV Partner] Concord Excavating Enterprises, Inc.

Mr. Jose Maldonado [JV Partner]
Old Veteran Construction, Inc. (OVC, Inc.)

### LOCATION

Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441

**2** 630,243,6849

info@concordovcjv.net WBE, DBE, and MBE Certifled.

Please see Joint Venture Agreement, Capability Statements, general information, and licenses for each JV Partner following this cover.

We respectfully thank you for the opportunity to submit our response for the REBID FOR THE NEW PARKING LOST AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY.

Should you have any questions, or need additional information, please do not hesitate to call.

Respectfully,

Kristin Evers, Lead JV Partner

Jose Maldonado, JV Partner

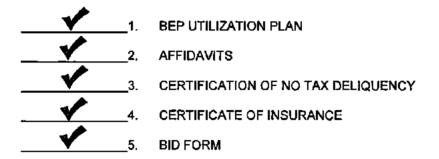
M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C.

Concord-OVC JV

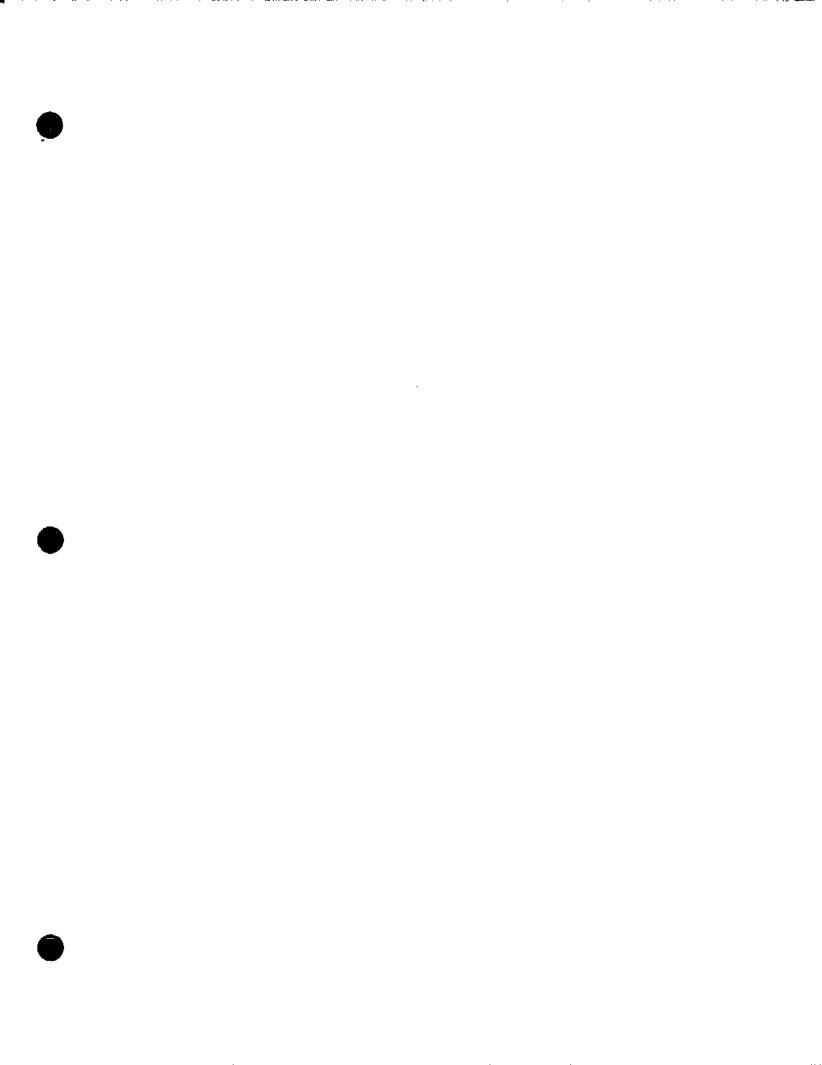
307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net

## STOP\*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR PROPOSAL CONTAINS ALL OF THE REQUIRED DOCUMENTS.



FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR PROPOSAL.



# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

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- 2. AFFIDAVITS
- 3. CERTIFICATION OF NO TAX DELINQUENCY
- 4. CERTIFICATES OF INSURANCE
- 5. BID FORM
- 6. ADDITIONAL REQUIREMENTS & INFORMATION

M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C.

Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net

# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

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## DCEO BEP UTILIZATION PLAN

## Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.) requires certain DCEO grants include goals for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) and/or Persons with disabilities-owned Business Enterprises (PBE) ("BEP vendors" collectively).

<u>Goal to be achieved by the Grantee</u>: This utilization plan includes a total Business Enterprise Program ("BEP") utilization goal of <u>25</u> %. The goal is based on the availability of certified vendors to perform the anticipated work opportunities providing for in the grant.

Grantee Assurance: The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/ Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor, or supplier.

<u>Calculating Certified Vendor Participation:</u> This utilization plan must include work anticipated to be performed by all certified vendors and paid for with grant funds upon satisfactory completion. Only the value of payments made for the work performed by certified vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The amount of grant dollars paid to certified vendor shall be counted towards the BEP goal. The payments shall be for the performance of work approved in the Grant Agreement.
- 2) A joint venture shall count towards the BEP goal the portion of grant dollars paid to the certified vendor equal to the distinct, clearly defined portion of the work performed by the certified vendor and approved in the grant agreement. A joint venture shall also count grant dollars subcontracted to other certified vendors. Work performed by a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the grant dollars paid for the subcontracted work shall be counted toward the BEP goal only if it is work approved included in the Grant Agreement and the certified vendor 's subcontractor is also a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the BEP goal.
- 4) A Grantee shall also count towards the BEP goal the amount of grant dollars paid for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer, or supplier except for materials and supplies purchased or rented from the Grantee.

- 5) A Grantee shall also count towards the BEP goal the following expenditures to certified vendor that are not manufacturers, regular dealers, or suppliers:
  - a. 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 under the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required under the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible and must itself own and operate at least one fully licensed, insured, and operational truck used on the project.
  - c. The fees or commissions charged for providing any bonds or insurance specifically required under the Grant Agreement, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Grantee shall count towards the BEP goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
  - a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work under the Grant Agreement and carries out its responsibilities by performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this utilization plan is commensurate with the work it is performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- 7) A Grantee shall not count towards the BEP goal expenditures that are not direct, necessary, and proximately included in this utilization plan. Ineligible expenditures include general office overhead or other Grantee support activities.

| as part of our proposal in accordance with the requirements of the compliance with the BEP Act is required as part of this plan.  Concord-OVC JV (the Grantee) agrees to include the assurance in each contract with a contract this plan: we shall not discriminate on the basis of race, color, not the performance of this plan. Failure to carry out these requirements which may result in the termination of this plan or such other reappropriate.  Grantee's person responsible for compliance  Name: Erika Marquez  Title: Compliance  Telephone: 219.810.6913  E-mail: erika.c@ovechicago.com | makes the following assurances and<br>or, subcontractor, or supplier utilized on<br>ational origin, sexual orientation or sex in |
|---|--|
| agrees to include the assurance in each contract with a contractor this plan: we shall not discriminate on the basis of race, color, not the performance of this plan. Failure to carry out these requirem which may result in the termination of this plan or such other recappropriate.  Grantee's person responsible for compliance  Name: Erika Marquez  Title: Compliance  Telephone: 219.810.6913   | or, subcontractor, or supplier utilized on ational origin, sexual orientation or sex in  |
| this plan: we shall not discriminate on the basis of race, color, not the performance of this plan. Failure to carry out these requirem which may result in the termination of this plan or such other recappropriate.  Grantee's person responsible for compliance  Name: Erika Marquez  Title: Compliance  Telephone: 219.810.6913  | ational origin, sexual orientation or sex in   |
| Name:         Erika Marquez           Title:         Compliance           Telephone:         219.810.6913   |  |
| Title: Compliance Telephone: 219.810,6913   |  |
| Telephone: 219.810.6913   |  |
|   |  |
|   |  |
|   |  |
| through subcontracting.   |  |
| We attest our Utilization Plan does not fully meet the BEP ut DCEO Good Faith Effort documentation guidelines and will submisupporting documents requested by DCEO and the Commission Good Faith Effort Committee.  | nit all required forms and   |
| Light Allah 7.18.2  | 24   |
| Grantee Authorized Signature Date   |  |
| Concord-OVC JV  Grantee Authorized Name and Title   |  |

## Utilization of Certified Vendors (Please submit a separate form for <u>each</u> proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

1) The proposed certified vendor's:

Company Name: Powl Herrica Certification
Address: 745 to Herrica of R. Forence, C. 60(5)

Phone: BLS S68 5175 SFEIN# B417 09856

At the time of submission, the above vendor is:

Certified with the Commission on Equity and Inclusion (CEI) as

MBB WBE/WMBE/PBE.

1) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

S14 Certified vendor is \$ 23 75400 The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ 36090.00.

4) A joint venture agreement is not required, as the arrangement between Concord-OVC JV and Paul Herrera Construction Co., Ltd. State of contractor/sub-contractor and not a joint venture.

5) The Grantee has not prohibited or otherwise limited Paul Herrera Construction Co., Ltd. (certified vendor) from providing contractor/sub-contractor quotes to other potential bidders/ Grantees.

## Utilization of Certified Vendors (Please submit a separate form for *each* proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

| 1)       | The proposed certified vendor's:  Company Name: Concord Excavating Enterprises, Inc.  Address: 307 Caton Farm Road   Lockport, IL 60441  Phone: 630-243-6849  FEIN # 27-4017701                     |
|----------|---|
| At t     | the time of submission, the above vendor is:  |
| <b>√</b> | Certified with the Commission on Equity and Inclusion (CEI) as WBE MBE/WBE/WMBE/PBE.  |
|          | Meets the criteria and has applied for certification with CEI. Application #  |
| 2)       | A detailed description of the commercially useful work to be done by this certified vendor is as follows:   |
| _        | <del></del>   |
| 3)       | This DCEO Grant amount is $\frac{133754.60}{22400}$ . The portion of the grant which will be contracted/subcontracted to this certified vendor is $\frac{22400}{2}$ .                               |
| 4)       | A joint venture agreement is not required, as the arrangement between <u>Concord-OVC JV</u> and <u>Concord Excavating Ent., Inc.</u> is that of contractor/sub-contractor and not a joint venture   |
| 5)       | The Grantee has not prohibited or otherwise limited Concord Excavating Enterprises, Inc.  (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees. |

## Utilization of Certified Vendors (Please submit a separate form for *each* proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

|   | 1)             | The proposed certified vendor's:  Company Name: Pavement Systems, Inc.  Address: 13820 S. California Ave.   Blue Island, IL 60046  Phone: 708-396-8888 FEIN # 36-3618194                             |
|---|----------------|--|
|   | At             | the time of submission, the above vendor is:   |
|   | •              | Certified with the Commission on Equity and Inclusion (CEI) as MBE MBE/WBE/WMBE/PBE.   |
|   |                | Meets the criteria and has applied for certification with CEI. Application #   |
|   | 2)             | A detailed description of the commercially useful work to be done by this certified vendor is as follows:  |
|   | <del>A</del> s | phalt Remove/Replace, Sealcoating, Crackfilling, Striping and Signage.   |
| • | 3)             | This DCEO Grant amount is \$133754.66. The portion of the grant which will be contracted/subcontracted to this certified vendor is \$  |
|   | 4)             | A joint venture agreement is not required, as the arrangement between <u>Concord-OVC JV</u> and <u>Pavement Systems</u> , <u>Inc.</u> is that of contractor/ sub-contractor and not a joint venture. |
|   | 5)             | The Grantee has not prohibited or otherwise limited Pavement Systems, Inc.  (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.                |

## REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

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- 2. AFFIDAVITS
- 3. CERTIFICATION OF NO TAX DELINQUENCY
- 4. CERTIFICATES OF INSURANCE
- 5. BID FORM
- 6. ADDITIONAL REQUIREMENTS & INFORMATION

M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C.

Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net

## **GENERAL CONDITIONS**

All Contractors and Subcontractors shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractors and Subcontractors shall keep, or cause to be kept and submit to the Shorewood-Troy Public Library, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractors and Subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the Shorewood-Troy Public Library shall constitute the Contractor's certification to the Shorewood-Troy Public Library that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the Shorewood-Troy Public Library, the Contractors and Subcontractors shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et. seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Laborer's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All Contractors and Subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wages, notice and record keeping duties.

It is the responsibility of the Contractors and Subcontractors to check the above mentioned website for the most up to date wages for the month in which the work has taken place and to pay accordingly. Furthermore, it is the responsibility of the Contractors and Subcontractors to supply the Shorewood-Troy Public Library with certified payrolls for all work related to this Contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

## **GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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## GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

THE INSTRUCTIONS TO BIDDERS AND THE GENERAL TERMS AND CONDITIONS APPLY TO ALL PURCHASES AND BECOME A PART OF EACH PURCHASE ORDER OR CONTRACT ISSUED BY THE SHOREWOOD-TROY PUBLIC LIBRARY UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID/PROPOSAL, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS

## **BIDDING PROCEDURES**

- 1. <u>PROPOSAL FORMS:</u> Proposals shall be submitted on the forms provided or in an identical format typed by the bidder, properly signed in the appropriate places, and submitted in a sealed envelope.
- 2. <u>BID DEPOSIT:</u> When a bid deposit is required as indicated in the Invitation to Bid, each proposal must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. The proposal deposit shall be in an amount equal to either ten percent (10%) of the total proposal price or the specific amount indicated in the Invitation to Bid. When bids are awarded, the Shorewood-Troy Public Library will return all bid bonds except those of the apparent low bidder. The bid bond of the successful bidder will be returned upon the submission within ten (10) days of a properly executed performance bond. If no performance bond is required, the bid bond will be returned upon the proper execution of the Contract.
- 3. <u>SUBMISSION OF PROPOSALS</u>: All proposals submitted must be received in an envelope before the time specified for opening the bid. The envelope must be clearly marked "SEALED PROPOSAL" WITH THE PROJECT TITLE, DATE AND TIME OF OPENING, written on the front of the envelope. The Owner, or a designated agent, will decide when the specified time for the bid opening has arrived, and proposals will be opened precisely at the assigned time. Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the bid opening will not be considered.
- 4. <u>ADDENDA:</u> Bidders shall acknowledge the receipt of any addenda issued on the proposal form. It is the responsibility of the bidder to check back with the Architect for any/all Addendums.
- 5. <u>SAMPLES:</u> Samples or drawings requested shall be delivered free of charge with the bid/proposal. Rejected samples shall be removed by the bidder at its own expense after the bid opening. Accepted samples will be retained during the life of the contract.

- 6. NO BID/PROPOSAL RESPONSE: In the event you cannot submit a proposal, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
- 7. QUESTIONS: All questions concerning the bid/proposal or the Contract Documents shall be submitted to the Architect. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Architect in writing at least seven (7) working days prior to the bid opening so that the Architect can issue a written response to all bidders in the form of an <u>Addendum</u>. Whenever the answer to a question is contained in the bid documents, the bidder shall be directed to the provision in the specifications which responds to the question. The Shorewood-Troy Public Library will not be responsible for any other explanation of the specifications made prior to the receipt of bids/proposals.
- 8. <u>ALTERNATE PROPOSALS:</u> Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE (1) proposal.
- PARTY INTERESTED IN MORE THAN ONE BID/PROPOSAL: A party who has
  quoted prices for work, materials, or supplies to a bidder is not thereby disqualified
  from quoting prices to other bidders or from submitting a bid/proposal directly for
  the work, materials, or supplies.
- 10. <u>BIDS/PROPOSALS BINDING FOR 60 DAYS:</u> Unless otherwise specified in the Invitation to Bid or Contract Documents, all formal bids/proposals submitted shall be binding for sixty (60) calendar days following the date of opening.
- 11. <u>WITHDRAWAL OF BIDS/PROPOSALS:</u> A written request for the withdrawal of a bid/proposal will be granted if the request is received by the Architect prior to the specified time of opening.
- 12. <u>BID OPENING:</u> At the time assigned for the opening of formal bids, the bids will be opened privately.

## AWARDING THE CONTRACT

13. CRITERIA FOR AWARDING CONTRACT/RESERVATION OF RIGHTS: The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Owner to be in the best interest of the Shorewood-Troy Public Library. The Shorewood-Troy Public Library reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Shorewood-Troy Public Library. The Shorewood-Troy Public Library also reserves the right to reject the bid/proposal of a bidder that has previously failed to satisfactorily perform a contract, has not completed contracts on time, or that the Shorewood-Troy Public Library determines is not able to timely perform the contract in a satisfactory manner. In determining responsibility, the following qualifications will be considered by the Shorewood-Troy Public Library.

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- 14. <u>NOTICE OF AWARD</u>: The Shorewood-Troy Public Library will accept proposals within sixty (60) days from the date of opening of bids/proposals, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Architect/Owner. Notice of Award will be mailed to all bidders within the time for acceptance specified in the Request for Proposals.
- 15. ORGANIZATION AND AUTHORIZATION: Companies submitting bids/proposals must be properly organized under law and duly authorized to do business in the State of Illinois.

## **BOND REQUIREMENTS**

- 16. PERFORMANCE BOND AND PAYMENT BOND: The Shorewood-Troy Public Library reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bonds shall be filed within ten (10) calendar days of acceptance of the bidder's proposal by the Shorewood-Troy Public Library. The bonds, unless otherwise specified by the Architect/Owner, shall be 100% of the total contract price. The form of all bonds shall be subject to the approval of the Corporation Counsel of the Shorewood-Troy Public Library.
- 17. <u>FAILURE TO FURNISH BOND:</u> In the event that the successful bidder fails to furnish a required bond within ten (10) calendar days after award, then the bid deposit of the bidder may be retained by the Shorewood-Troy Public Library. In

addition, the reserves any other rights and claims it may have against the bidder under law or the Contract Documents.

## **SPECIFICATIONS**

- 18. <u>FORMAL SPECIFICATIONS:</u> When a formal, numbered specification is referred to in the Contract Documents, no deviation from that specification will be permitted.
- 19. TRADE NAME USED BY THE ARCHITECT/ENGINEER: Any reference in the specifications to a manufacturer's catalog number is descriptive, not restrictive, indicating articles that are satisfactory. Bid Proposals on other makes and catalogs will be considered, provided the bidder clearly states on the face of its proposal exactly what it proposes to furnish; or forwards with its proposal, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by its proposal.
- 20. TRADE NAME USED BY BIDDER: Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the proposal.
- 21. PROPOSED EQUIVALENTS: The Architect and the Shorewood-Troy Public Library hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposed to furnish which contains major or minor variations from specifications requirements but which may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the Architect and the Shorewood-Troy Public Library to determine if each requirement of the specifications is being complied with prior to manufacture or shipment.

## PRICE

- 22. **NET PRICES:** Bid prices, unless otherwise specified in the Contract Documents, must be net, including transportation and handling charges fully prepaid by the contractor to the approved delivery point.
- 23. TAX EXEMPTION: Sales to the Shorewood-Troy Public Library are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-4846-07.
- 24. **ERRORS IN BID PRICES:** When an error is made in extending total prices, the unit bid price will govern.

## **QUANTITIES**

- 25. SPECIFIC BID/PROPOSAL QUANTITIES: Where quantities are specifically stated, the Shorewood-Troy Public Library will order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract, provided the Contractor is not in default.
- 26. **RESPONSIBILITY FOR MATERIALS SHIPPED:** The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification or rejection.
- 27. <u>DELIVERY FAILURES:</u> Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Architect/Owner, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Architect/Owner, shall constitute authority for the Architect/Owner to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the Owner within a reasonable time specified by the Architect, for any expense incurred in excess of contract prices; or (2) the Owner may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the Owner reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Architect.
- 28. PACKAGING AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Shorewood-Troy Public Library unless otherwise specified by bidder in his/her proposal.
- 29. <u>INSPECTION OF GOODS:</u> Inspections and acceptance of materials or supplies will be made within a reasonable time after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.
- 30. PACKING SLIPS OR DELIVERY TICKETS: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

Purchase Order Number
Name of the Article and Stock Number
Quantity Ordered
Quantity Shipped
Quantity Back Ordered
Name of the Contractor

## FINANCIAL RESPONSIBILITY PROVISIONS

- 31. GENERAL GUARANTY: The Contractor agrees to:
  - (a) Defend and indemnify the Shorewood-Troy Public Library, and its officers and employees from and against any claim, cost, action or liability of any nature or kind for wrongful death, personal injury, property damage, antitrust claim, the use of intellectual property, trade secret or patented or unpatented device.
  - (b) Protect the Shorewood-Troy Public Library against patent and latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
  - (c) Pay for all permits, licenses, and fees and give all notices and to comply with all Federal, State and Local laws, ordinances and regulations.
- 32. WARRANTIES: Unless otherwise specified, the Contractor and all Subcontractors shall unconditionally guarantee the materials and workmanship on all products and equipment furnished by it FOR A PERIOD OF ONE (1) YEAR from the Date of Substantial Completion. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Shorewood-Troy Public Library, are due to faulty design and installation, workmanship, or materials, the Shorewood-Troy Public Library shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Shorewood-Troy Public Library.
- 33. INSURANCE: At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Shorewood-Troy Public Library before commencing performance or within ten (10) days after the execution of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Shorewood-Troy Public Library. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Shorewood-Troy Public Library a copy of the insurance policies. The policies must be delivered to the Shorewood-Troy Public Library within two (2) weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

## (a) Comprehensive General Liability:

- Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

| General Aggregate            | \$2,000,000.00 |
|------------------------------|----------------|
| Products/Completed Aggregate |                |
| Each Occurrence              |                |
| Personal Injury              |                |

- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

## (b) Owners & Contractors Protection:

i. Bodily Injury

| Annual Aggregate | \$1 | ,000,000.00 |
|------------------|-----|-------------|
| Each Occurrence  | \$1 | ,000,000.00 |

ii. Property Damage:

| Annual Aggregate | \$1,000,000.00 |
|------------------|----------------|
| Each Occurrence  | \$1,000,000.00 |

## (c) Workers Compensation:

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and

suitable insurance for the protection of employees not otherwise provided.

## (d) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:

## (e) Umbrella:

i. Limits:

Aggregate ......\$1,000,000.00

 Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

## (f) Certificate of Insurance:

i. The Shorewood-Troy Public Library, Ethos Workshop Architects and their officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming that the Shorewood-Troy Public Library and Ethos Workshop Architects are additional insured including the provision of legal representation in the defense of claims asserted against the Shorewood-Troy Public Library and Ethos Workshop Architects.

The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Shorewood-Troy Public Library as herein provided.

34. <u>INDEMNIFICATION:</u> To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting

- therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.
- SERCLA INDEMNIFICATION: The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Shorewood-Troy Public Library, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

## ASSIGNMENT/TERMINATION/DEFAULT

- 36. <u>ASSIGNMENT:</u> Assignment of this contract or any part thereof, or any funds to be received hereunder by the Contractor shall be subject to the prior written approval of the Shorewood-Troy Public Library and/or Architect.
- 37. <u>TERMINATION OF CONTRACTS:</u> The Contract between the Library and the successful bidder shall remain in full force and effect from its effective date until the termination date, unless the bidder satisfactorily and fully completes all required Work before the termination date. The Library may also terminate this Contract, for any reason, upon providing the bidder at least thirty (30) days prior written notice. In the event the Library terminates the agreement before the termination date or before the bidder completes the Work, the Library will reimburse the bidder for all services actually and reasonable performed on the Work up to the termination date.
- DEFAULT: The Contract may be terminated for cause by the Shorewood-Troy Public Library in whole or in part by written notice of default to the Contractor. This notice may be delivered by first class mail or any other commercially reasonable method. The Contractor shall have seven (7) calendar days from the receipt of such notice to cure the default to the satisfaction of the Shorewood-Troy Public Library. Notice communicated by first class mail shall be deemed delivered on the tenth calendar day after posting. If the Contractor fails to effect a cure acceptable to the Shorewood-Troy Public Library, the Shorewood-Troy Public Library may obtain the

goods or services specified by the Contract from the next lowest responsible bidder or on the open market, as the Shorewood-Troy Public Library may determine. In either event, the defaulting Contractor shall be liable for cover damages, consequential damages, incidental damages and any other costs incurred by the Shorewood-Troy Public Library fairly related to the default. The remedies state herein are in addition to any other remedy provided by the Contract, by any performance or payment securities or under law.

39. **PAYMENT:** For construction or installation projects, the Shorewood-Troy Public Library shall pay the Contractor in monthly progress payments, on the basis of percentage of work completed and verified at the time request for payment (invoice) is made.

A retainage of ten percent (10%) shall be withheld from payments until the project is completed and the project's final acceptance approved by the Shorewood-Troy Public Library and/or the Architect. The retainage shall be reflected on the Contractor's invoices.

Requests for payment shall include a sworn statement, on a form supplied or approved by the Shorewood-Troy Public Library, affirming that all subcontractors and suppliers, if any, have been paid in full for the work performed to date. In addition, the Contractor shall submit duly executed lien releases from all Subcontractors or Suppliers, if any, for work performed to date. Upon the submission of a final request for payment, the Contractor shall also provide a duly executed final and unconditional lien waiver from all subcontractors and suppliers, if any, along with the Contractor's sworn statement that all Subcontractors and Suppliers, if any, have been paid in full, that all final lien waivers are duly executed and the signatures thereon are genuine.

- 40. <u>COMPLIANCE WITH APPLICABLE LAWS</u>: The Contractor and its Subcontractors shall comply with all federal, state and local laws, ordinances and regulations while performing and preparing to perform the Work.
- 41. <u>ADDITIONAL REQUIREMENTS</u>: In addition to any other requirement, unless otherwise expressly stated in a bid/proposal solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid/proposal or be awarded a contract and include satisfactory evidence thereof in its bid/proposal.
  - (a) The bidder shall be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.
  - (b) The bidder shall have a valid Federal Employer Tax Identification Number or Social Security Number.
  - (c) The bidder shall provide certificates of insurance indicating the follow coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

## **AFFIDAVITS**

| ~   |       | 4 | • |
|-----|-------|---|---|
|     | ectio | n |   |
| 136 | CUU   |   |   |

|                 | Business Statu                             | s of Bidder                            |  |
|-----------------|--|--|--|
| BIDDER/API      | PLICANT:                                   |  |  |
| ŀ               | ristin Evers, Lead JV Partner              |  |  |
|                 | Name                                       |  |  |
| _ <u>Cc</u>     | oncord-OVC JV  Principal place of business |  |  |
| _3              | 107 Caton Farm Road                        |  |  |
| ,               | Address<br>.ockport, IL 60441              |  |  |
| <u>.</u>        | City, State, Zip Code                      | ,                                      |  |
|                 |  |  |  |
|                 | The Bidde                                  | r is a:                                |  |
|                 | Corporation                                |  |  |
|                 | Partnership                                |  |  |
| X               | Limited Liability Company                  | ,                                      |  |
|                 | Sole Proprietorship                        |  |  |
| х               | Other (please explain:                     | Joint-Venture                          |  |
|                 | <u>Corpora.</u>                            |  |  |
| The state of in | corporation is:                            |  |  |
| The registered  | agent of the corporation in Illinois is:   |  |  |
| Name            |  |  |  |
| Address         |  | ,                                      |  |
| City, Sto       | ute, Zip Code                              |  |  |
|                 |  |  |  |
|                 |  | ······································ |  |
| The officers of | f the corporation are:                     |  |  |

Secretary

Treasurer

The Corporation is authorized to do business in the State of Illinois

President

Vice President

## Limited Liability Company

| The state of registration is:llfinois                          |   |           |
|--|---|-----------|
| The registered agent of the Limited Liability                  | Company in Illinois is:   |           |
| Kristen Evers, Lead JV Partner                                 |   |           |
| Name<br>307 Caton Farm Road                                    |   |           |
| Address Lockport, IL 60441                                     | <u></u>   |           |
| City, State, Zip Code  |   |           |
| The registered office of the Limited Liability                 | Company in Illinois is:   |           |
| Concord-OVC JV   |   |           |
| Name<br>307 Caton Farm Road                                    |   |           |
| Address  |   |           |
| Lockport, IL 60441  City, State, Zip Code                      |   |           |
|  |   |           |
| The managers and members of the Limited L                      | iability Company are:   |           |
| Kristin Evers, Lead JV Partner (Concord Excavation Enterprises | , Inc. (CEEI)] Jose Maldonado, JV Partner [Old Veteran Construction, Inc. (OV | C. inc.)) |
| Name   | Name  | o,o.,,    |
| 307 Caton Farm Road  | 3245 Glenwood Dyer Road   |           |
| Address Lockport, 1L 60441                                     | Address<br>Lynwood, IL 60411  |           |
| City, State  | City, State   |           |
| The LLC is authorized to do business in the S                  | State of Illinois   |           |
| Sole   | <u>Proprietorship</u>   |           |
|  | N/A   |           |
| The address of the sole proprietor is:                         |   |           |
| Address  |   |           |
| City, State  |   |           |
| 0.17, 0.000  |   |           |
| The sole proprietor transacts business in Illino               | ois under the following assumed names:  |           |
| Name   | Name  |           |
| Name   | Name  |           |
| Name   | Nama  |           |

### **BID RIGGING AND BID ROTATING**

- Section 2. That in connection with this solicitation for bids/proposals:
  - A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
  - B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
  - C. The bid is genuine and not collusive or sham;
  - D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
  - E. All statements contained in such bid are true;
  - F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid:
  - G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

### Section 2a.

### **NON-COLLUSION**

- A. No officer or employee of the Shorewood-Troy Public Library has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the Shorewood-Troy Public Library has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Shorewood-Troy Public Library has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Shorewood-Troy Public Library.
- E. This bid is made without the benefit of information obtained in violation of law.

- Section 3. The undersigned further states that: (circle A or B)
  - A He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
  - B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
  - C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- Section 4. The undersigned certifies that the bidder has not been barred from contracting as a result of a violation of Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code.

## THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

- Section 5. The undersigned will publish a statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
  - B. Specifying the actions that will be taken against employees for violations of this prohibition;
  - C. Notifying the employees that, as a condition of their employment to do work under the contract with the Shorewood-Troy Public Library, the employees will:
    - 1. Abide by the terms of the statement; and
    - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
  - D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
    - The dangers of drug abuse in the workplace;
    - The aforementioned company's policy of maintaining a drug free workplace;

- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Shorewood-Troy Public Library and to post the statement in a prominent place in the workplace;
- F. Notifying the Shorewood-Troy Public Library within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below:
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction or a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:
  - A. Take appropriate personnel action against such employee up to and including termination; or
  - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Shorewood-Troy Public Library because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq..
- Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department

and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.
- Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13. Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

| Signed by:                             | Kristin Evers              | 0        | _              |
|--|----------------------------|----------|----------------|
|  | Lead JV Partner<br>[title] | <u>-</u> | -              |
| Subscribed and Sworn to before me this | _day of                    | July     | , 20 <u>24</u> |
| BO: Sawran of                          | Multer Public              |          |                |

OFFICIAL SEAL
LAUREEN CAROL THERESA URASKI
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 990806
MY COMMISSION EXPIRES MAY 14, 2025

# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

### **TABLE OF CONTENTS**

- 1. BEP UTILIZATION PLAN
- 2. AFFIDAVITS
- 3. CERTIFICATION OF NO TAX DELINQUENCY
- 4. CERTIFICATES OF INSURANCE
- 5. BID FORM
- 6. ADDITIONAL REQUIREMENTS & INFORMATION

M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C. Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net STATE OF ILLINOIS ) SS. COUNTY OF WILL)

### CERTIFICATION OF NO TAX DELINQUENCY

I, Kristin Evers, Concord-OVC JV, do hereby swear or affirm that the individual or entity which is about to enter into a contract with the Shorewood-Troy Public Library is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

By: Kristin Evers

Title: Lead JV Partner

Address: 307 Caton Farm Road | Lockport, IL 60441

SUBSCRIBED AND SWORN to before me on this 18th day of July , 2024.

Notary Public

# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

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307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net



### CERTIFICATE OF LIABILITY INSURANCE

DATE (NUM/DE/YYYY) 2/29/2024

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT CSU Construction PRODUCER **HUB International Midwest Limited** PHONE (A/C, No. Ext): 630-468-5600 1411 Opus Place, Suite 450 Downers Grove IL 60515 E-MAIL ADDRESS: CSUConstruction@hubinternational.com INSURER(5) AFFORDING COVERAGE NAIC# INSURER A: The Continental Insurance Company 35289 INSURED OLDVETE-02 INSURER B: Transportation Insurance Company 20484 Old Veteran Construction, Inc. INSURER C: Nautilius Insurance Company 17370 3245 Glenwood Dyer Rd. Lynwood IL 60411 INSURER b : Valley Forge Insurance Company 20508 INSURER E : INSURER F COVERAGES **CERTIFICATE NUMBER: 2024024352 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. ADDLISUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS INSD WVD POLICY NUMBER D Х COMMERCIAL GENERAL LIABILITY 6080611008 3/5/2024 3/5/2025 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Es occurrence) CLAIMS-MADE X OCCUR \$ 100,000 MED EXP (Any one person) \$ 15,000 \$5,000 PD Ded PERSONAL & ADV INJURY \$1,000,000 GENL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ 1,000,000 6080618884 3/5/2024 3/5/2025 Х ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE Х AUTOS ONLY ALITOS ONLY Х UMBRELLA LIAB X LOCCUR 7012324764 3/5/2024 3/5/2025 \$ 10,000,000 EACH OCCURRENCE Х EXCESS LIAB CLAIMS-MADE AGGREGATE DED X RETENTIONS 10 000 WORKERS COMPENSATION X PER STATUTE 6080613261 3/5/2024 3/5/2025 AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ELL EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 \$10,000 Pollution Liability CPL203423913 3/5/2024 3/5/2025 Each Occurrence: Deductible: DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** 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. \*\*SAMPLE\*\* AUTHORIZED REPRESENTATIVE

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MINIDD/YYYY) 2/16/2024

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(les) 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). CONTACT Lindsey Todt **PRODUCER** Marsh & McLennan Agency LLC PHONE (A/C, No. Ext); (847) 598-8753 F-MAII FAX (A/C. No): (847) 440-9123 20 North Martingale Road Schaumburg IL 60173 ADORESS: Lindey.Todl@MarshMMA.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Ironshore Specialty Insurance 25445 CONCEXC-01 MSHRED INSURER B: National Fire Insurance Co. of 20478

Concord Excavating Enterprises, Inc. 307 Caton Farm Rd INSURER C: Continental Insurance Company 35289 Lockport IL 60441 INSURER D: Valley Forge Insurance 20508 INSURER E INSURER F:

**COVERAGES CERTIFICATE NUMBER: 484058945 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 | VSR ADDLISUSR POLICY EFF POLICY EXP |   |     |     |                               |                      |                      |   |                            |
|------|-------------------------------------|---|-----|-----|-------------------------------|----------------------|----------------------|---|----------------------------|
| LTR  | `                                   |   |     | WVD |                               | (NOMODO ATTY)        | MM/DOMYYY)           | LIMITS  |                            |
| В    | X                                   | CLAIMS-MADE X OCCUR                               |     |     | 7034248665                    | 8/1/2023             | 8/1/2024             | EACH OCCURRENCE<br>DAMAGE TO RENTED               | \$ 1,000,000<br>\$ 100,000 |
|      |                                     | CLAIMS-MADE TO OCCUR                              |     |     |                               |                      |                      | PREMISES (Ea occurrence) MED EXP (Any one person) | \$10,000                   |
|      |                                     |   |     |     |                               |                      |                      | PERSONAL & ADV BUURY                              | \$1,000,000                |
|      | GEI                                 | N'L AGGREGATE LIMIT APPLIES PER:                  |     |     | •                             |                      |                      | GENERAL AGGREGATE                                 | \$ 2,000,000               |
|      | _                                   | POLICY X PRO-                                     |     |     |                               |                      |                      | PRODUCTS - COMP/OP AGG                            | \$ 2,000,000               |
|      |                                     | OTHER:  |     |     |                               |                      |                      |   | \$                         |
|      | AU                                  | TOMOBILE LIABILITY                                |     |     | 7034248679                    | 8/1/2023             | 8/1/2024             | COMBINED SINGLE LIMIT<br>(Ea accident)            | \$ 1,000,000               |
| . )  | X                                   | ANYAUTO   |     |     |                               | Į.                   |                      | BODILY INJURY (Per person)                        | \$                         |
|      | _                                   | OWNED SCHEDULED AUTOS                             |     |     |                               |                      |                      | BODILY INJURY (Per accident)                      | \$                         |
| ŀ    | X                                   | HIRED X NON-OWNED AUTOS ONLY                      |     |     |                               |                      |                      | PROPERTY DAMAGE<br>(Per accident)                 | \$                         |
|      | 1                                   |   |     |     |                               | i                    |                      |   | \$                         |
| С    | X                                   | UMBRELLA LIAB X OCCUR                             |     |     | 7034248696                    | 8/1/2023             | 8/1/2024             | EACH OCCURRENCE                                   | \$ 10,000,000              |
|      | _                                   | EXCESS LIAB CLAIMS-MADE                           |     |     |                               |                      |                      | AGGREGATE   | \$10,000,000               |
|      |                                     | DED   X   RETENTION \$ n                          | L   | ;   |                               |                      |                      |   | \$                         |
| D    |                                     | RKERS COMPENSATION DEMPLOYERS' LIABILITY Y/N      |     |     | 7034248682                    | 8/1/2023             | 8/1/2024             | X PER OTH-<br>STATUTE ER                          |                            |
|      |                                     | PROPRIETOR/PARTNER/EXECUTIVE                      | N/A |     |                               |                      |                      | EL. EACH ACCIDENT                                 | \$1,000,000                |
|      | (Mar                                | ndatory in NH) s, describe under                  |     |     |                               |                      |                      | E.L. DISEASE - EA EMPLOYEE                        | \$1,000,000                |
|      | ÖES                                 | S, describe times<br>CRIPTION OF OPERATIONS below |     |     |                               |                      |                      | E.L. DISEASE - POLICY LIMIT                       | \$1,000,000                |
| A    |                                     | sed & Rented<br>lutton                            |     |     | 7034248665<br>1CELLUW00153508 | B/1/2023<br>B/1/2023 | 8/1/2024<br>8/1/2024 | Limit:<br>Limit:                                  | 618,000<br>5,000,000       |
| L    | <u>.</u>                            | <u>-</u>  |     |     | i                             |                      |                      | ***   |                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance Only It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis when required by written contract, as respects to operations performed by the Named Insured in connection with this project. A Waiver of Subrogation applies, when required by written contract and where allowable by law, in favor of the above fisted additional insureds on the General Liability. Automobile Liability and Workers Compensation for this specific project. Umbrella Follows Form

| CERTIFICATE HOLDER | 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. |
| Sample             | Har Taligh   |

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### CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

### I. LIABILITY COVERAGE

### A. Who is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
- 3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- Which are no longer in force; or
- 2. Whose limits have been exhausted.

### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
- 2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 23; Page: 1 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 703424879

Policy Effective Date: 08/01/202

Policy Page: 103 of 638





### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

### II. PHYSICAL DAMAGE COVERAGE

### A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### B. Transportation Expenses

Section III. Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

### C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

### D. Hired "Autos"

The following is added to Section III. Paragraph A.:

### 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

### E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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**Endorsement Expiration Date:** 

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Endorsement No: 23; Page: 2 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



### F. Electronic Equipment

Section III. Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

### G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- **b.** Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

### III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

- Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An auto owned by that "executive officer" or a member of that person's household; or
  - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

### **IV. BUSINESS AUTO CONDITIONS**

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

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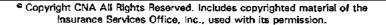
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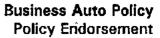
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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606









(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

### C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

### E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

### V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

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### Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed** Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - the written contract requires you to provide the additional insured such coverage; and
    - this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part;

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Nat'l Fire Ins Co of Hartford

Insured Name: Concord Excavating Enterprises Inc

Policy No: 7034248665 Endorsement No:

Effective Date: 08/01/2023

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### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties in The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - the offense that caused the personal and advertising injury;

for which the additional Insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Endorsement No:

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Nat'l Fire Ins Co of Hartford

Effective Date: 08/01/2023

Insured Name: Concord Excavating Enterprises Inc

### **Contractors' General Liability Extension Endorsement**

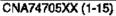
It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Nat'l Fire Ins Co of Hartford

Insured Name: Concord Excavating Enterprises Inc

Policy No: 7034248665 Effective Date: 08/01/2023





### **Contractors' General Liability Extension Endorsement**

### 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
  - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
  - (2) was executed prior to:
    - (a) the bodily injury or property damage; or
    - (b) the offense that caused the personal and advertising injury.

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and In no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises:

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property demage or personal and advertising injury as co-owner of such premises.

### C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

### D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such tease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### E. Lessar of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### G. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurér will treat as a written contract any governmental permit that requires the Named insured to add the governmental entity as an additional insured.

### H. Trade Show Event Lesson

 With respect to a Named insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named insured** is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

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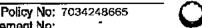
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### Contractors' General Liability Extension Endorsement

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf.

In the performance of the **Named insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS, the definition of **bodily injury** is delated and replaced by the following:

**Bodily injury means** physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled **Duties in The Event of Occurrence, Offense**, Claim or Suit is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

### **B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily Injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

### 5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
  - a. on the effective date of this Coverage Part; or

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Insured Name: Concord Excavating Enterprises Inc

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### Contractors' General Liability Extension Endorsement



qualities as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
  - a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The Insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named insured** should choose to empiov.

### 6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.
- 1. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

If the damaged work, or the work out of which the damage arises, was performed on the Named insured's behalf by a subcontractor; or

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### Contractors' General Liability Extension Endorsement

- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) fire;
  - (b) smoke;
  - (c) collapse; or
  - (d) explosion.
- B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising cut of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the product-completed operations hazard. This sublimit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

### 7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of Insured contract is replaced by the following:

### insured Contract means:

- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner is not an Insured contract;
- b. A sidetrack agreement;
- Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 1. does not include that part of any contract or agreement:

- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage:
- (2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed-in (1) above and supervisory, inspection, architectural or engineering activities.

### 8. ELECTRONIC DATA LIABILITY

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A. Under COVERAGES, Coverage A - Bodity Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named traured or others arising out of that which is described in Paragraph (1) or (2) above.

**B.** The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

### 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named insured's business.

### 10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

### **Expected or intended injury**

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations. is the most the insurer will pay for the sum of:
  - All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard: and
  - All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

### B. All:

- Damages under Coverage B, regardless of the number of locations or construction projects involved;
- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodity injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Daclarations, regardless of the number of projects involved.

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- E. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or it the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

### 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured

### 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

- A. Under COVERAGES, Coverage A Bodily injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.5.(1) and 1.5.(2) with the following:
  - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:
    - such bodily injury is caused by an occurrence that takes place in the coverage territory.
    - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;
- B. Under COVERAGES, Coverage A Bodity Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to:
  - I. add the following to the Employers Liability exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **insured** (or which would have been available but for exhaustion of its limits).

delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

### Contractual Liability

the **insured's** actual or alleged liability under any orat or written contract or agreement, including but not limited to express warranties or quarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

### Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

### Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

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any actual or alleged violation of law with respect to Medicare, Medicald, Tricare or any similar federal, state or local governmental program.

### Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

- C. DEFINITIONS is amended to:
  - i. add the following definitions:

Health care incident means an act, error or omission by the Named insured's employees or volunteer **Workers** in the rendering of:

- a. professional health care services on behalf of the Named insured or
- Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse:
- c. Nurse practitioner;
- Emergency medical technician;
- Paramedic;
- Dentist;
- Physical therapist;
- h. Psychologist;
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

II. delete the definition of **occurrence** and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- ili. amend the definition of **insured** to:
  - a. add the following:

the Named Insured's employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

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(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business:

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are insureds with respect to:

- (1) bodily injury to a co-volunteer worker white performing duties related to the conduct of the Named insured's business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

### Other Insurance

### b. Excess insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

### 14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) Insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising Injury that would otherwise be covered under the Contractors General Liability Extension Endorsement provision entitled WHAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WHAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

- 15. Legal Liability Damage to premises / Alienated Premises / Property in the Named INSURED'S CARE, CUSTODY OR CONTROL
  - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion i. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

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### Damage to Property

### Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property:
- (2) Premises the Named insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
- (3) Property loaned to the Named Insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the "Named Insured's behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- tools, or equipment the **Named Insured** borrows from others, nor
- II. other personal property of others in the **Named Insured's** care, custody or control while being used in the Named insured's operations away from any Named insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- property at a job site awaiting or during such property's installation, fabrication, or erection;
- property that is mobile equipment leased by an insured;
- property that is an auto, aircraft or watercraft;
- d. property in transit; or
- any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

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B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its tast paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5, above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- **D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:
  - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
    - a. \$500,000; or
    - b. The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
  - (II) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

### 16. LIQUOR LIABILITY

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

### 17. MEDICAL PAYMENTS

Insured Name: Concord Excavating Enterprises Inc.

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
  - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C Medical Payments for all medical expenses because of bodily Injury sustained by any one person. The Medical Expense Limit is the greater of:
    - (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
    - (2) the amount shown in the Declarations for Medical Expense Limit.

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- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

### 18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named insured, provided that:

- the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and
- 3. the aircraft is not being used to carry persons or property for a charge.

### 19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

### 20. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
  - delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

### Knowing Violation of Rights of Another

**Personal and advertising Injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only it such discrimination or humiliation is not done Intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- 2. add the following exclusions:

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This insurance does not apply to:

### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

### Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelting or premises by or at the direction of any **traured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part,

This PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

### 21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES. Coverage B -Personal and Advertising injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
- B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY -CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:



- d. The allegations in the sun and the information the Insurer knows about the offense alleged in such sun. are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee:
- The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deamed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B -- Personal and Advertising injury Liability is excluded by another endorsement attached to this Coverage Part,

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

### 22. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Properly Exclusion do not apply to properly damage that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS, Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

### 23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named** Inaured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

### 25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

### 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

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- Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up)** insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.
- **C. DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) Insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Hesidential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, quest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing. college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020009860724391961702



CNA74705XX (1-15)

Page 17 of 17

Nat'l Fire Ins Co of Hartford

Insured Name: Concord Excavating Enterprises Inc

**Endorsement No:** 

**Effective Date:** 





## CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability, the Named Insured will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph O. Notice of Claims/Crisis Management Event/Covered Accident, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an insured shall be submitted in writing to the insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to Coverage A - Excess Follow Form Liability only, if:

- a. the Named Insured has agreed in writing in a contract or agreement with a person or entity that
  this insurance would be primary and would not seek contribution from any other insurance
  available;
- b. Underlying Insurance includes that person or entity as an additional insured; and
- Underlying Insurance provides coverage on a primary and noncontributory basis as respects that
  person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

- 1. as if each Named Insured were the only Named Insured; and
- 2. separately to each insured against whom a claim is made.

### U. Transfer of Interest

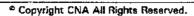
Form No: CNA75504XX (03-2015)

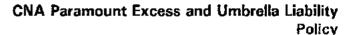
Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034248696

Policy Page: 32 of 58







Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

### 0

### V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

### W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. is in effect or becomes effective during the policy period; and
- 2. was executed prior to loss.

### VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- **B.** regarding web-sites, only that part of a web-site that is about the Named Insured's goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an Insured is required to submit by statute or court rule or to which an Insured has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the Named Insured's risk management or in-house general counsel's office, or any employee authorized by the Named Insured to give or receive notice of a claim.

### Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

A. suit; or

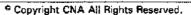
Form No: CNA75504XX (03-2015)

Policy Page: 22 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 80606 Policy Page: 33 of 58

Policy No: CUE 7034248696







## Workers Compensation And Employers Liability Insurance Policy Endorsement

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984) Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,

Chicago, IL 60606

Policy No: 7034248682

Policy Effective Date: 08/01/2023

Policy Page: 41 of 68

**Endorsement Expiration Date:** 

# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

## **TABLE OF CONTENTS**

- 1. BEP UTILIZATION PLAN
- 2. AFFIDAVITS
- 3. CERTIFICATION OF NO TAX DELINQUENCY
- 4. CERTIFICATES OF INSURANCE
- 5. BID FORM
- 6. ADDITIONAL REQUIREMENTS & INFORMATION

M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C. Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net

## BID FORM

| Rebid for the New Parking Lot and Site Improvements<br>at the Shorewood-Troy Public Library<br>650 Deerwood Drive<br>Shorewood, Illinois 60404   |
|--|
| For the  |
| Shorewood-Troy Public Library<br>650 Deerwood Drive<br>Shorewood, Illinois 60404   |
| Bid submitted by: Concord-OVC JV   |
| 307 Caton Farm Road  |
| Lockport, IL 60441   |
| To: Shorewood-Troy Public Library c/o Jennifer Cisna Mills, Director 650 Deerwood Drive Shorewood, Illinois 60404  |
| BASE BID - OVERALL BID FOR ALL TASKS   |
| The undersigned, having inspected the site and familiarized himself/herself with conditions affecting the cost of the work and its performance, and having carefully examined and fully understood the Contract Documents, hereby affirms and agrees to enter into a contract to provide labor, material, equipment, and services to completely perform the work described in the Contract Documents, including addenda issued thereto for the sum of:  Four hundred twenty-one thousand five hundred fifteen dollars and zero cent Documents, including addenda issued the pour hundred twenty-one thousand five hundred fifteen dollars and zero cent Documents, and the pour hundred fifteen dollars and zero cent Documents. |
| ,  |
| PERFORMANCE AND PAYMENT BONDS - OVERALL BID FOR ALL TASKS  |
| The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The premium for such bonds will be \$ 4440.00 . This premium is included in the base bid sum.   |
| COMPLETION TIME - OVERALL BID FOR ALL TASKS  |
| The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete said work within calendar days thereafter.  |
| ALTERNATE NO. 1  |
| Provide a price proposal to construct the project in two (2) phases. In Phase 1, the work associated with the <a href="mailto:new">new</a> parking lot would be completed. In Phase 2, the work associated with the <a href="mailto:existing">existing</a> parking lot would be completed.  Fighten thousand eight hundred dollars and zero  Cents (Add to Base Bid)  DOLLARS \$ 18,800.00   |
| ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 1 WORK  |
| The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The additional premium for such bonds will be \$  |

BID FORM BF-1

**ESTIMATED COMPLETION TIMES - PHASES 1 AND 2** The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete the Phase 1 work within 60 calendar days thereafter. Once the Phase 1 work has been completed, the Phase 2 work will commence. The undersigned estimates that the Phase 2 work will be completed within 30 calendar days thereafter. **ALTERNATE NO. 2** Provide a price proposal for the Contractor to maintain all new plantings for a period of one (1) year after preliminary acceptance (the Date of Substantial Completion) by the Owner or his/her representative. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf areas and watering/maintaining all plant materials. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required. Thirteen thousand three hundred fifty dollars and cent 10r0 ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 2 WORK The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The No. 2 bid sum. ACCEPTANCE OF BIDS The undersigned agrees that withdrawal of this bid, or failure to sign the agreement, within the times set forth herein shall automatically bar undersigned from further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bid. The undersigned further agrees that the Owner shall have the right to reject any or all bids. **ADDENDA** The undersigned acknowledges receipt of the following addenda: ADDENDUM NO. DATE 07/14/24

If no addenda have been received, write in "NONE".

No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the Owner.

BID FORM BF-2

## SIGNATURES (If an Individual) \_\_\_\_\_\_, 2024. Date Signature of Bidder \_\_\_\_\_ (SEAL) Business Address (If a Partnership)- Joint Venture Date\_\_\_July 18th , 2024. Firm Name Concord-OVC JV \_\_\_\_\_ (SEAL)- N/A for LLC Kristin Evers, Lead JV Partner (SEAL) - N/A for LLC Βv Business Address 307 Caton Farm Road Lockport, IL 60441 Names and Addresses of all Members of the Firm; Kristin Evers, Lead JV Partner (CEEI) Jose Maldonádo, JV Partner (OVC, Inc.) 307 Caton Farm Road 3245 Glenwood Dyer Road Lockport, JL 60441 Lynwood, [L 60411 (If a Corporation) Date\_\_\_\_\_\_, 2024. Corporate Name Ву Title **Business Address**

Secretary \_\_\_\_\_

Vice-President

Treasurer

ATTEST:

President

Corporate Seal

END OF BID FORM

**BID FORM** 

## Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

CONTRACTOR:

(Name, legal status and address)

Concord-OVC JV, LLC 307 Caton Farm Road Lockport, IL 60441

OWNER:

(Name, legal status and address)

Shorewood-Troy Public Library 650 Deerwood Drive Shorewood, IL 60404

SURETY:

(Name, legal status and principal place of business) Western Surety Company

151 N. Franklin Street Chicago, IL 60606

Malling Address for Notices

This document has important legal consequences. Consultation with an ettorney 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.

(Seal)

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

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

Rebid for the New Parking Lot and Site Improvements at the Shorewood-Troy Public Library, 650 Deerwood Drive, Shorewood, IL 60404

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 exempt 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 rixty (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 Band 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 famished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

18th

day of July, 2024.

Concord-OVC JV, LLC

Western Surety Company

William Reidinger, Attorney-in-Fact

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## Western Surety Company

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by wirther of the signature and seal herein affixed hereby make, constitute and appoint William Reidinger , Individually of Schaumburg, (L. , its tree and lawful Attorney(s)-in-Fact with full power and anthority hereby conferred to sign, seal and execute for and on its behalf

of Schaumburg, IL, its true and lawful Attorney(s)-in bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Band No: Bid Bond
Principal: Concord-OVC JV, LLC
Obligee: Shorewood-Troy Public Library

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate scal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

State of South Dakota County of Minnehalia

55

On this 10th day of Jazuary, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Fails, State of South Dekots; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

commission expires

March 2, 2026

M. BENT
MODARY PUBLIC CAN
SOUTH DAKOTA CAN

M. Bent

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsmd, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the Power of Attorney hereinabove set forth is still in force. In testimony whereof I have hereunto subscribed my name and affixed the setal of the s





WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company,

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and scaled by a digital or otherwise electronic-formatted corporate scal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# REBID FOR THE NEW PARKING LOT AND SITE IMPROVEMENTS AT THE SHOREWOOD-TROY PUBLIC LIBRARY

## **TABLE OF CONTENTS**

- 1. BEP UTILIZATION PLAN
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M.B.E. | W.B.E. | D.B.E. | W.B.E.N.C. Concord-OVC JV

307 Caton Farm Road | Lockport, IL 60441 630.243.6849 info@concordovcjv.net

Date of this notice: 02-26-2024

Employer Identification Number:

99-1540945

Form: SS-4

Number of this notice: CP 575 B

CONCORD - OVC JV JOSE MALDONADO GEN PTR 3245 GLENWOOD DYER RD LYNWOOD, IL 60411

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you BIN 99-1540945. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

### IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your BIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CONC. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-26-2024 )

EMPLOYER IDENTIFICATION NUMBER: 99-1540945

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 եժուհոնվոնական հունական հունական ինչ անձև անձև

CONCORD - OVC JV JOSE MALDONADO GEN PTR 3245 GLENWOOD DYER RD LYNWOOD, IL 60411



## To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CONCORD OVC JV LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 04, 2024, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



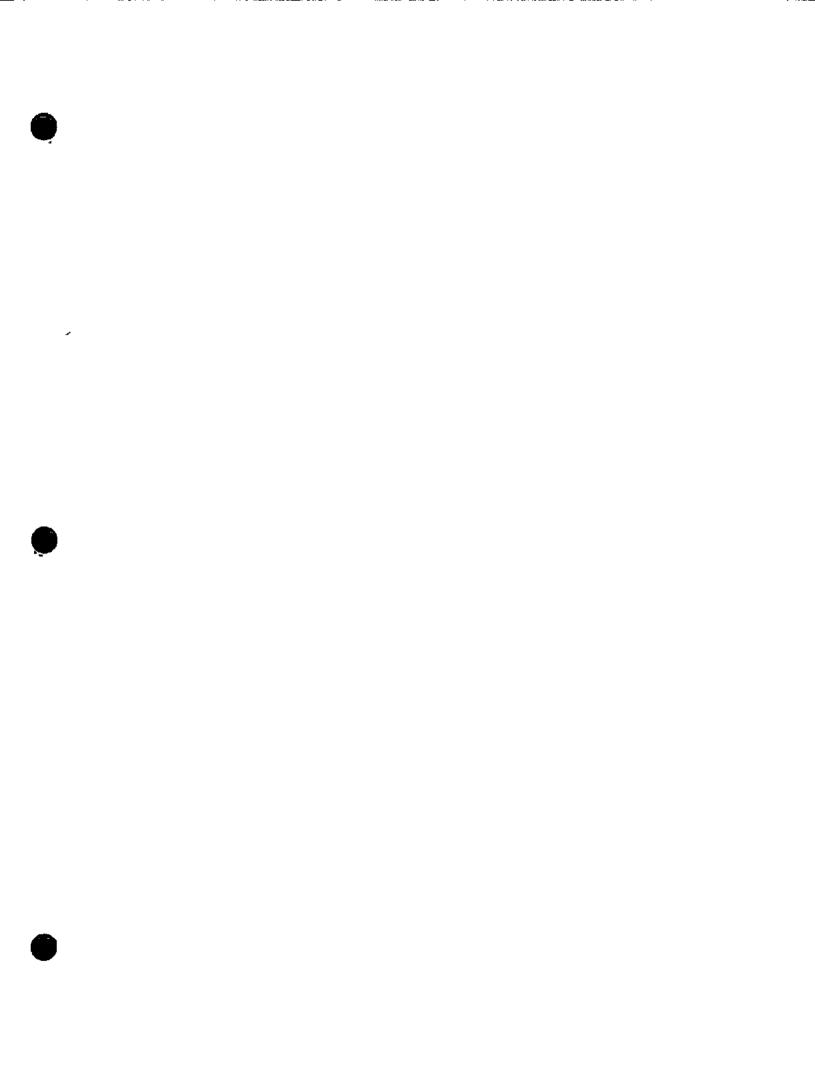
In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of MARCH A.D. 2024 .

Authentication #: 2406402026 verifiable until 03/04/2025

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE



## City of Chicago **Department of Buildings** General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

CONCORD EXCAVATING ENTERPRIZES INC 307 CATON FARM RD LOCKPORT IL 60441

LICENSE CLASS: **ALL PROJECTS - NO RESTRICTIONS** (A)



LICENSE NUMBER: TGC134129

CERTIFICATE NUMBER: GC134129-1

FEE:

\$ 2000

DATE ISSUED:

11/28/2023

DATE EXPIRES:

11/28/2024

## THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW, THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOF AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Brandon Johnson

Mayor

Matthew W. Blandet

Matthew Beaudet Commissioner

## CORD CAPABILITY STATEMENT

EXCAVATING ENTERPRISES. INC.

(630) 243 - 6849

www.concordexcavating.net

307 Caton Farm Road Lockport, IL 60441 estimating@concordexcavating.net

## CERTIFICATIONS





















## **COOK COUNTY** GOVERNMENT





Minois Department of Transportation

## UNION SHOP

Operating Engineers Local 150 Laborers Local 75

Teamsters Local 179 Pipefitters Local 597

## NAICS CODES

236220 Commercial and Institutional Building Construction

237110 Water and Sewer Line and Related Structures

237120 Oil and Gas Pipeline and Related Structures Const.

237130 Power and Communication Line and Related

Structures Const.

237990 Other Heavy and Civil Engineering Construction

238910 Site Preparation Contractors

238990 All Other Specialty Trade Contractors

## **COMPANY DATA**

Corporation, Established July 1995

Bonding Capability: \$15 million single, \$30 million aggregate

Federal Tax I.D. No. 27-4017701

CAGE Code: 69KC6 UEI: U1M8D7RUHPZ3 Contractor Score: 2500

IDHR#: 137654-00 Exp: 05/20/2025

## **ABOUT US**

Concord Excavating Enterprises, Inc. was created with the vision to be a certified Women's Business Enterprise with world-class ability to successfully compete for and execute civil projects in the greater Chicagoland area. Concord is fulfilling that vision with a skilled team ready and willing to perform difficult projects safely and efficiently.

### SERVICES OFFERED

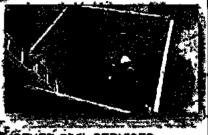
## EARTH EXCAVATION

Structural

Mechanical Piping **Electrical Hydro Excavation** Rock Excavation Shoring Installation & Removal: Slide Rail Systems, Trench Boxes

## SITE UTILITIES & SITEWORK

- Watermain
- Sanitary Sewer
- Storm Sewer
- **Pump Stations**
- Sitework
- Grading



THER CIVIL SERVICES Site Clearing **Demolition** Site Preparation Setting of Pre-Cast Structures Storm Trap Installation

Cast-In-Place Concrete

## **PAST PERFORMANCE**

## INDUSTRIAL

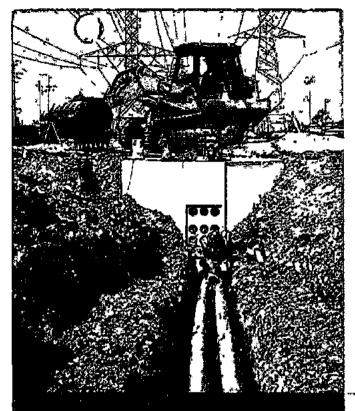
Waste Water Treatment **Facilities** Water Distribution Facilities Petroleum Refineries Chemical Refineries Power Generating Facilities

### COMMERCIAL

**Medical Facilities** Commercial Developments Casinos

## **FEDERAL AND STATE** GOVERNMENT

Argonne National Laboratory Hines VA Hospital Fermil ab Capital Development Board Metropolitan Waste Water District of Greater Chicago





## Here To Serve

- •Watermain
- Sanitary Sewer
- Storm Sewer
- Pump StationsSitework
- Grading
- Site Utilities & Site Work

- •Structural
- Mechanical Piping
- Electrical
- Hydro Excavation
- Rock Excavation
- Shoring Installation & Removal Slide Rail System, Trench Boxes.

Earth Excavation



- •Site Cleaning
- Demolition
- Site Preparation
- •Setting of Pre-Cast Structures
- Storm Trap Installation
- Cast In Place Concrete

Other Civil Services



## **Past Performance**

Federal & State

Government

Argonne National Laboratory

- VA Hospital
- FermiLab
- · Capital Development Board
- Metropolitan Waste Water District of Greater Chicago

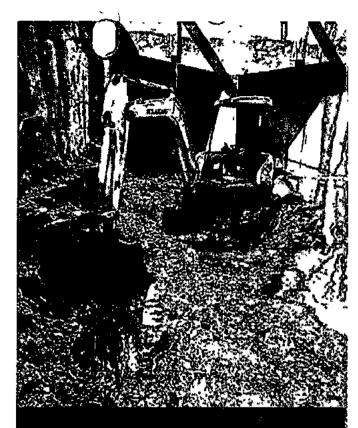
Commercial

- Medical Facilities
- Commercial Developments
- Casinos

Industrial

- Argonne National Laboratory
- · Hines VA Hospital
- FermiLab
- · Capital Development Board
- Metropolitan Waste Water District of Greater Chicago





## **VISION**

Concord Excavating Enterprises, Inc. was created with the vision to be a certified Women's Business Enterprise with world-class ability to successfully compete for and execute civil projects in the greater Chicagoland area. Concord is fulfilling that vision with a skilled team ready and willing to perform difficult projects safely and efficiently.





(630) 243 - 6849



www.concordexcavating.net



307 Caton Farm Road Lockport, IL 60441



estimating@concordexcavating.net

## **UNION SHOP**

Operating Engineers Local 150 Laborers Local 75 Teamsters Local 179
Pipefitters Local 597

## **CERTIFICATIONS**













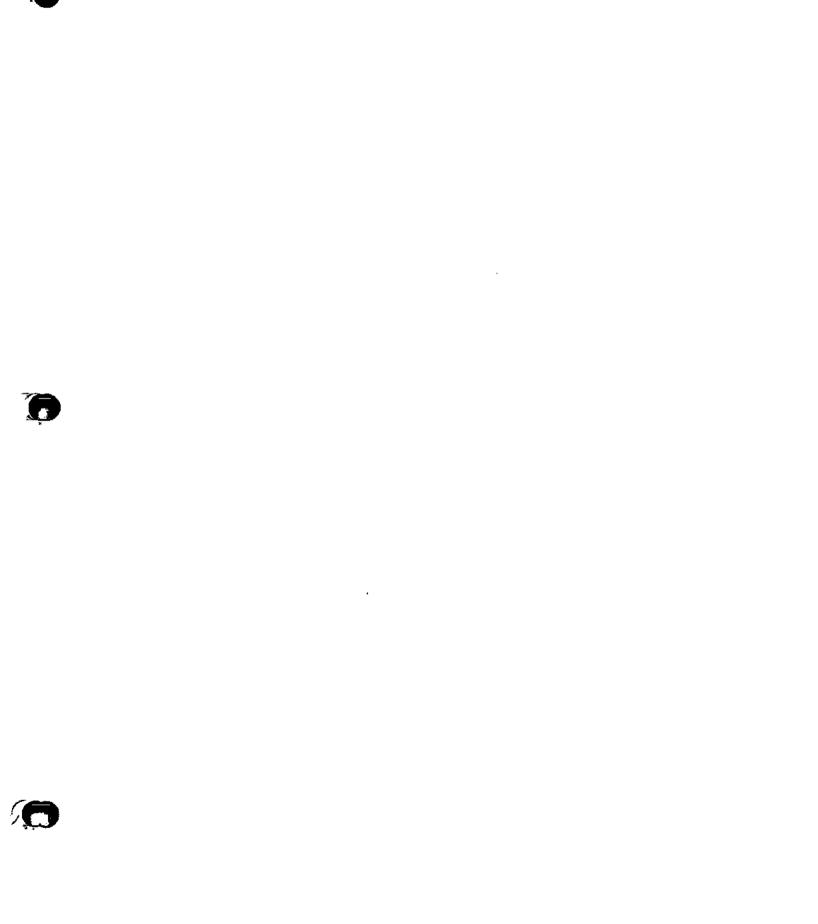


U.S. Small flusines: Administration

**WOSB CERTIFIED** 







# City of Chicago Department of Buildings General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

OLD VETERAN CONSTRUCTION, INC. 3245 GLENWOOD DYER ROAD LYNWOOD IL 60411

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04386

FEE:

\$ 2000

DATE ISSUED:

04/24/2024

DATE EXPIRES:

05/06/2025

## THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOR AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Brandon Johnson

Mayor

Marlene Hopkins Commissioner



## CAPABILITY STATEMENT

## CORE COMPETENCIES

M.B.E. GC, Old Veteran Construction, Inc. (OVC, Inc.) provides a full range of General Contracting Services, from new face lifts and interior buildouts to new commercial construction and existing building expansion, specializing in Masonry/Masonry Restoration, Carpentry, Commercial Building Construction, General Labor and Construction Management Services.

Offering a wide range of construction services, OVC, Inc. pursues each job with focus and dedication. Our construction services are second to none in the industry, as noted by our satisfied clients whose repeat business represents approximately 80% of OVC. Inc.'s annual work,

As your partner, OVC, Inc. will work to maximize the efficiency of your space, streamline your budget & schedule and help you make prudent decisions for your needs today and tomorrow.

We are an advocate for your values and business and reflect them in the construction process.

## DIFFERENTIATOR

With over 35 years of and responsible construction-expertise, utilizing our comprehensive self-performance capabilities and highly qualified Architects, Engineers, Subcontractors and Suppliers, OVC, Inc. provides a full range of expert services to meet the specific needs of each our wents, from the earliest project stages through closeout and commissioning. OVC, Inc. is flexible to best accommodate your needs and actives and thus package our services to deliver a method that is optimal to meet your project goals, schedule and budget. OVC, Inc. will deliver a complete range of your construction needs, including renovation and expansion, new construction, and infrastructure upgrades and sustainability initiatives.

Accompanied by our team of highly qualified Architects, Engineers, Subcontractors and suppliers, OVC, Inc. offers turnkey solutions for all your projects.

OVC, Inc. has the ability to self-perform:

Masonry Construction and Restoration

KEY PRINCIPLES

- Rough Carpentry
- Finish Carpentry Installation
- Drywali
- Acoustical & Gypsum Ceilings
- Selective Demolition

Professional, experienced, key leadership committed to innovative and cost effective solutions.

Collaborative relationships with a solid base of experienced, qualified partners and subcontractors.

## DEDICATION

Superior workforce focused on successful project delivery.

## INTEGRITY

Open and candid partnering relationships.

To perform for our customers the highest level of quality construction services at fair and market competitive prices.

## RESPONSIVENESS

Responsive, agile and resilient approach to problem solving with adherence to

budget and schedule.

### M.B.E. CERTIFIED

CHICAGO | 1140 E. 78th Street | Chicago, IL 60619-3319 🗀 LYNWOGD | 3245 GLENWOOD DYER ROAD | LYNWOOD, IL 60411

FLORIDA | 4628 FREEMONT TERRACE S. | SAINT PETERSBURG, FL 33711 INDIANA | 229 S. EAST STREET, 2ND FLOOR | CROWN POINT, IN 46307

PHONE: 2219-512-9121 | FAX: 219.810.6913

## SATISFIED CLIENTS

Veteran Construction, Inc. (OVC, Inc.) retains a portfolio of accomplished highly successful projects, including LEED Certified, in over thirteen ත්) states (Florida, Georgia, New York, Ohio, New Mexico, Indiana, Oklahoma, South Carolina, Wisconsin, Iowa, Missouri, Michigan, and . Illinois), including federal government, state and local municipalities, private industry, etc. Satisfied clients include:

Chicago Department of Aviation (CDA)

Chicago Department of Housing (DOH)

Chicago Housing Authority (CHA)

Chicago O'Hare International Airport (ORD)

Chicago Public Schools (CPS)

Chicago Transit Authority (CTA)

City Colleges of Chicago (CCC)

City of Chicago

ComEd

Cook County

Department of Fleet & Facility Mgmt.

Department of Veterans Affairs (VA)

Federal Aviation Administration (FAA)

Forest Preserve District of Cook County (FPD)

General Services Administration (GSA)

Housing Authority of Cook County (HACC)

Illinois Air National Guard (ILANG)

Illinois Capital Development Board (CD8)

Illinois National Guard (ILNG)

Illinois Tollway

Iowa National Guard

Metropolitan Pier and Exposition Authority (MPEA)

Metropolitan Water Reclamation District (MWRD)

Public Building Commission of Chicago (PBC)

**Purdue University** 

School of the Art Institute of Chicago (SAIC)

U.S. Department of Navy

United States Army Corps of Engineers (USACE)

United States Coast Guard (USCG)

United States Postal Service (USPS)

University of Chicago

University of Illinois at Chicago (UIC)

And more











## NAICS CODES

\$210 – Industrial Building Construction

∠56220 – Commercial and Institutional Building Construction

237110 - Water and Sewer Line and Related Structures Construction

237130 – Power and Communication Line and Related Structures Construction 238990 – Other Specialty Contractors

237310 - Highway, Street, and Bridge Construction

237990 - Other Heavy and Civil Engineering Construction

238140 - Masonry Contractors

238320 - Painting and Wall Covering Contractors

238290 – Other Building Equipment Contractors

238310 - Drywall and Insulation Contractors

238210 - Electrical and Other Wiring Installation Contractors

238220 – Plumbing, Heating & Air-Conditioning Contractors

238910 - Site Preparation Contractors

SAFETY: First and foremost, safety is our responsibility, from field staff to executive management, every individual working on or visiting our projects. Ensuring the safety of our work sites is the most important service we provide, not only to our clients, but also to our employees, subcontractors and the public in and around our active construction sites. We are dedicated to the health and safety of all individuals and property associated with our construction projects. Given this important responsibility, we set a higher standard for safety excellence. (Current EMR Rate: .87)

CERTIFICATIONS:

State of Illinois Commission on Equity and Inclusion [CEI] M.B.E., City of Chicago M.B.E., Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) South Central Texas Regional, Illinois Tollway SBI, Metropolitan Water Reclamation District of Greater Chicago (MWRD) M.B.E.

DUNS NUMBER:

789968526

CAGE: 3G7C3

CLASSIFICATION:

Small Business Set-Aside Program (SBSP) Registered Registered as a Prime and Subcontractor...





## **COMPANY INFORMATION**

President:

Jose Maldonado

Phone:

219.512.9121

jose.m@ovcchicago.com

2006 Small Business
Administration
Minority Small Business
Person of the Year

## CLIENTS & AFFILIATIONS

- Chicago Housing Authority [CHA]
- Chicago Transit Authority [CTA]
- Chicago Department of Aviation
- Chicago Department of Housing
- Chicago Public Schools [CPS]
- City Colleges of Chicago [CCC]
- Cook County
- Cook County Housing Authority [CCHA]
- Department of Fleet & Facility Management
- United States Department of Navy
- United States Department of Veterans Affairs [VA]
- Federal Aviation Administration [FAA]
- General Services Administration [GSA]
- Illinois Capital Development Board [CDB]
- Illinois Air National Guard [(ANG)]
- Illinois National Guard [ILNG]
- illinois Tollway
- Iowa National Guard
- Metropolitan Pier and Exposition Authority [MPEA]
- Metropolitan Water Reclamation District of Greater Chicago [MWRD]
- Public Building Commission of Chicago [PBC]
- United States Postal Service (U.S.P.S.).
- United States Army Corps of Engineers [U.S.A.C.E.]
- United States Coast Guard [U.S.C.G.]
- United States Navy
- University of Illinois at Chicago [UIC]
- Member of the Hispanic American Construction Industry Association [HACIA]
- Illinois Hispanic Chamber of Commerce [IHCC] Board Member

## UNION AFFILIATIONS

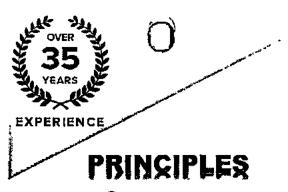


- Tuck Pointers Local 52
- Bricklayers International
- Carpenters Regional
- Laborers International
- Tapers International
- Masons International

JOSÉ MALDONADO

2016

BUSINESS OF THE YEAR



COMMITMENT

TEAMWORK

DEDICATION

INTEGRITY

QUALITY

RESPONSIVENESS

## LOCATIONS

## <u>ILLINOIS</u>

3245 Glenwood Dyer Road | Lynwood, IL 60411 1140 E. 78th Street | Chicago, IL 60619

## <u>INDIANA</u>

200 Monticello Drive, Suites G & H | Dyer, IN 46311

## **FLORIDA**

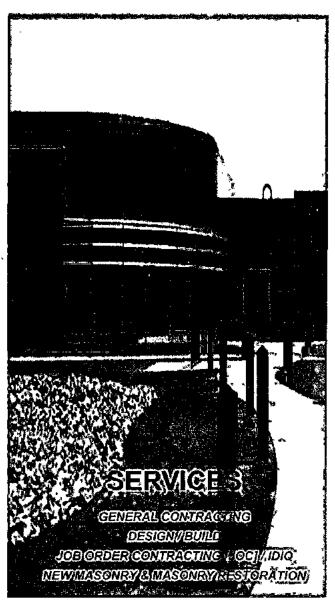
4628 Freemont Terrace S., St. Petersburg, FL 33711

**219.512.9121** | Fax: 219.810.6913











## Od Veteran Construction, Inc.

\(\frac{1}{2}\) premier, Chicago \(\frac{1}{2}\) CEI M.B.E. Certified General Contracting company, self-performing Masonry / Masonry Restoration, Acoustical/Gypsum Deilings, Selective Demolition, Carpentry and General Labor. OVC, Inc. s comprised of degreed construction managers and industry professionals with a vast variety of General Contracting, Construction Management, Design / Build, Job Order Contracting (J.O.C.) and Masonry proect experts working together to meet every Client's needs.

DVC, Inc. commits to a high standard of excellence and continuously strives to exceed previous accomplishments. In all aspects of business, we are committed to complete every project to every detail, to provide he utmost quality and service to our Client's.

With over 34 years of construction experience, OVC, Inc. is self-performing and unionized. We recognize the important role employees play in the overall success of our business, pride ourselves on remaining an equal opportunity employer and employ only the most efficient, hard-working individuals on our team. Whether that team is in the office or on a project site, Old Veteran Construction, Inc.'s Clients can be assured they are dealing with the best in every field.

### IQSE MALDONADO -- Principal / Owner / Founder / CEO

Vir. Maldonado's introduction into construction began as a laborer for a ocal masonry contractor. With greater aspirations, he began Old /eteran Tuckpointing in 1986, as a sole proprietor specializing in nasonry restoration. In 1993, Mr. Maldonado incorporated and began Old Veteran Construction, Inc., as a General Contractor and he remains sole founder, owner, CEO and 100% shareholder today.

## 2019 PULSE AWARD WINNER

PULSE OF THE CITY NEWS HAS PROUDLY AWARDED

OLD VETERAN CONSTRUCTION

CHICAGO, IL

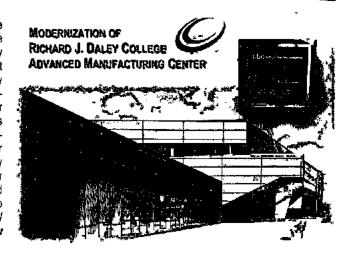
www.ovechicogo.com

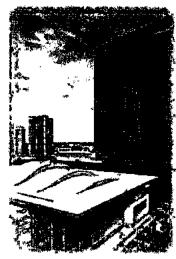


For Excellence in Customer Satisfaction

## **FEATURED PROJECTS**

CCC worked with the Public Building Commission (PBC) to manage the construction and completion of Design / Build, construction services for the modernization of City Colleges of Chicago, Richard J. Daley College (Daley College) Advanced Manufacturing Center (AMC). The 105,000 square foot Daley Advanced Manufacturing Center is designed with input from City Colleges' College to Careers faculty and industry partners to replace several temporary structures that have housed the manufacturing program for decades. Addition also included a 30,000 square feet bridge that straddles 76th street, linking the main Daley College building with the new manufacturing center so that students can easily access a central one stop shop for student services, including tutors, advisors, registration, testing, disability access, wellness, and other supports. The Advanced Manufacturing Center provides students access to state of the art equipment to solve real world problems, and dually serves as a quality control testing site for small to midsized area local manufacturers. Slated LEED SILVER Certified / Achieved LEED GOLD. Winner of CBC MERIT AWARD WINNER - New Construction Chicago \$15M to \$55M. — Project Value: \$42,676,382.00







## MARRIOTT MARQUIS HOTEL & EVENT CENTER

Design / Build, New Construction of 1,200 Room, 51 Floor Marriott Marquis Hotel & Event Center. 90,000 sf. Meeting Room, Ballrooms (two (2) 25,000 sf. Ballrooms), Events Space, Pool, Restaurants & Amenities, Fitness Center, Underground Parking Facility (125 Valet Parking Spaces), Green Roof and Pedestrian Bridge. Included Historic ABC Building Renovation of historic American Book Company on Cermak. Events Center (DePaul Arena) - 10,500 Seat, Multi-Purpose Facility used for Concerts, Family Events, General Sessions for Conventions - Primary function: DePaul NCAA Basketball Arena. (Connects to new Hotel and Pedestrian Bridge). Designed LEED SILVER Certified. Chicago Building Congress 2018 MERIT AWARD FINALIST for New Construction Over \$55M — Project Value: \$350,000,000.00

## **FAMME EMANUEL SENIOR APARTMENTS**

Complete general contracting services for gut & rehabilitation, of approximately 132,000 sf., twenty (20) story masonry building, senior high-rise building (IL2-42A), to meet life safety, accessibility and city energy codes. Chicago Building Congress 2019 Merit AWARD FINALIST for Renovation & Adaptive Reuse Over \$10 Million — Project Value: \$54,264,090.00



## **BID FORM**

Rebid for the New Parking Lot and Site Improvements at the Shorewood-Troy Public Library 650 Deerwood Drive Shorewood, Illinois 60404 For the Shorewood-Troy Public Library 650 Deerwood Drive Shorewood, Illinois 60404 Bid submitted by: To: Shorewood-Troy Public Library c/o Jennifer Cisna Mills, Director 650 Deerwood Drive Shorewood, Illinois 60404 BASE BID - OVERALL BID FOR ALL TASKS The undersigned, having inspected the site and familiarized himself/herself with conditions affecting the cost of the work and its performance, and having carefully examined and fully understood the Contract Documents, hereby affirms and agrees to enter into a contract to provide labor, material, equipment, and services to completely perform the work described in the Contract Documents, including addenda issued thereto for the sum of: PERFORMANCE AND PAYMENT BONDS - OVERALL BID FOR ALL TASKS The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The premium for such bonds will be \$\_\frac{1}{1}\text{CO} \cdot \text{CO} \text{CO} \cdot \text{CO} \te **COMPLETION TIME - OVERALL BID FOR ALL TASKS** 

The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete said work within \_\_\_\_\_\_\_ catendar days thereafter.

## **ALTERNATE NO. 1**

Provide a price proposal to construct the project in two (2) phases. In Phase 1, the work associated with the <u>new</u> parking lot would be completed. In Phase 2, the work associated with the <u>existing</u> parking lot would be completed.

## ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 1 WORK

The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The additional premium for such bonds will be \$\frac{100.00}{\text{DO.100}}\$. This premium is included in the Alternate No. 1 bid sum.

BID FORM BF-1

ESTIMATED COMPLETION TIMES – PHASES 1 AND 2

The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete the Phase 1 work within \_\_+O\_\_ calendar days thereafter.

Once the Phase 1 work has been completed, the Phase 2 work will commence. The undersigned estimates that the Phase 2 work will be completed within \_\_\_\_\_ calendar days thereafter.

ALTERNATE NO. 2

Provide a price proposal for the Contractor to maintain all new plantings for a period of one (1) year after

Provide a price proposal for the Contractor to maintain all new plantings for a period of one (1) year after preliminary acceptance (the Date of Substantial Completion) by the Owner or his/her representative. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf areas and watering/maintaining all plant materials. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required.

Seven Thousand + 00/100 DOLLARS \$ 7,000.00

## ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 2 WORK

The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The additional premium for such bonds will be \$\_\_\_\_\_\_\_\_. This premium is included in the Alternate No. 2 bid sum.

## **ACCEPTANCE OF BIDS**

The undersigned agrees that withdrawal of this bid, or failure to sign the agreement, within the times set forth herein shall automatically bar undersigned from further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bid.

The undersigned further agrees that the Owner shall have the right to reject any or all bids.

## ADDENDA

.....

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NO. DATE

→ 1 14 24

If no addenda have been received, write in "NONE".

No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the Owner.

BID FORM BF-2

**SIGNATURES** (If an Individual) Date\_ \_\_\_\_\_, 20**24**. Signature of Bidder \_\_\_\_\_ (SEAL) Business Address (If a Partnership) Date\_ \_\_\_\_ (SEAL) Firm Name (SEAL) Ву Business Address Names and Addresses of all Members of the Firm: (If a Corporation) , 2024. Corporate Name Ву Title Business Address PO Box

New Lenox, IL LOD451

Secretary Brandi Bispina

Vice-President

Treasurer Lloyd Bist

ATTEST:

President

Secretary

END OF BIOLIS

**BID FORM** 

BF-3

## DCEO BEP UTILIZATION PLAN

## Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.) requires certain DCEO grants include goals for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) and/or Persons with disabilities-owned Business Enterprises (PBE) ("BEP vendors" collectively).

<u>Goal to be achieved by the Grantee</u>: This utilization plan includes a total Business Enterprise Program ("BEP") utilization goal of  $\frac{25}{2}$  %. The goal is based on the availability of certified vendors to perform the anticipated work opportunities providing for in the grant.

<u>Grantee Assurance:</u> The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/ Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor, or supplier.

<u>Calculating Certified Vendor Participation</u>: This utilization plan must include work anticipated to be performed by all certified vendors and paid for with grant funds upon satisfactory completion. Only the value of payments made for the work performed by certified vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The amount of grant dollars paid to certified vendor shall be counted towards the BEP goal. The payments shall be for the performance of work approved in the Grant Agreement.
- 2) A joint venture shall count towards the BEP goal the portion of grant dollars paid to the certified vendor equal to the distinct, clearly defined portion of the work performed by the certified vendor and approved in the grant agreement. A joint venture shall also count grant dollars subcontracted to other certified vendors. Work performed by a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the grant dollars paid for the subcontracted work shall be counted toward the BEP goal only if it is work approved included in the Grant Agreement and the certified vendor 's subcontractor is also a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the BEP goal.
- 4) A Grantee shall also count towards the BEP goal the amount of grant dollars paid for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer, or supplier except for materials and supplies purchased or rented from the Grantee.

- 5) A Grantee shall also count towards the BEP goal the following expenditures to certified vendor that are not manufacturers, regular dealers, or suppliers:
  - a. 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 under the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. The fees charged for delivery of materials and supplies required under the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible and must itself own and operate at least one fully licensed, insured, and operational truck used on the project.
  - c. The fees or commissions charged for providing any bonds or insurance specifically required under the Grant Agreement, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Grantee shall count towards the BEP goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
  - a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work under the Grant Agreement and carries out its responsibilities by performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this utilization plan is commensurate with the work it is performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- 7) A Grantee shall not count towards the BEP goal expenditures that are not direct, necessary, and proximately included in this utilization plan. Ineligible expenditures include general office overhead or other Grantee support activities.

| Bisping Construct             | tion   | (the Grantee) submits the following BEP Utilization Plan   |
|-------------------------------|--|--|
| •                             | proposal in accordance with the re<br>ith the BEP Act is required as part    | equirements of the BEP Act. We understand that of this plan.   |
| Bisping Construct             | tion   | (the Grantee) makes the following assurances and   |
| this plan: we s               | shall not discriminate on the basis<br>nce of this plan. Failure to carry ou | t with a contractor, subcontractor, or supplier utilized on of race, color, national origin, sexual orientation or sex in these requirements is a material breach of this plan, or such other remedy, as the Agency/ Grantor deems |
| Grantee's per                 | son responsible for compliance   |  |
| Name:                         | Lloyd Bisping  |  |
| Titl <del>e</del> :           | President  |  |
| Telephone:                    | 815-485-9568   |  |
| E-mail:                       | bispingconstruction@yahoo.com  |  |
| DCEO Good Fa<br>supporting do | our Utilization Plan does not fully<br>aith Effort documentation guidelin    | meet the BEP utilization goal. We request the<br>ses and will submit all required forms and<br>the Commission on Equity and Inclusion's (CEI)  |
|                               | 2  |  |
| The s                         |  | 7/18/2024  |
| Grantee Autho                 | orized Signature   | Date   |
| Lloyd Bisping, Pre            | sident<br>rized Name and Title   |  |
| Grantee Autho                 | rizeo ivame ano Title  |  |

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## Section I Utilization of Certified Vendors (Please submit a separate form for *each* proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

| 1)           | The proposed certified vendor's:  Company Name: Dian, Inc  Address: 14200 Ashford Court, Orland Park, il 60467  Phone: 708-364-0904 FEIN# 31-436512                       |
|--------------|---|
| At           | the time of submission, the above vendor is:  |
| <b>√</b>     | Certified with the Commission on Equity and Inclusion (CEI) as WBE MBE/WBE/WMBE/PBE.  |
|              | Meets the criteria and has applied for certification with CEI. Application #  |
| 2)           | A detailed description of the commercially useful work to be done by this certified vendor is as follows:   |
| <del>-</del> | oncrete curb and gutter, PCC Sidewalk, PCC Driveway, and Concrete Book Return Pad   |
| 3)           | This DCEO Grant amount is \$ The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ 48,915.00                                     |
| 4)           | A joint venture agreement is not required, as the arrangement between Bisping Construction and Dian, Inc. is that of contractor/ sub-contractor and not a joint venture.  |
| 5)           | The Grantee has not prohibited or otherwise limited Dian, Inc.  (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees. |

## Utilization of Certified Vendors (Please submit a separate form for <u>each</u> proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

| 1)  | The proposed certified vendor's:  Company Name: Pavement Systems, Inc.   |  |  |  |  |
|---|--|--|--|--|--|
| Address: 13820 California Avenue, Blue Island, IL 60406 |  |  |  |  |  |
|   | Phone: 708-396-8888 FEIN#  |  |  |  |  |
| At  | the time of submission, the above vendor is:   |  |  |  |  |
| <b>√</b>  | Certified with the Commission on Equity and Inclusion (CEI) as MBE MBE/WBE/WMBE/PBE.   |  |  |  |  |
|   | Meets the criteria and has applied for certification with CEI. Application #   |  |  |  |  |
| 2)  | A detailed description of the commercially useful work to be done by this certified vendor is as follows:  |  |  |  |  |
| Fi  | ine grade & pave north and south lots, layout/stripe each lot, pavement markings,& signs   |  |  |  |  |
| 3)  | This DCEO Grant amount is \$ The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ 61,880.00  |  |  |  |  |
| 4)  | A joint venture agreement is not required, as the arrangement between <u>Bisping Construction</u> and <u>Pavement Systems</u> , Inc. is that of contractor/ sub-contractor and not a joint venture |  |  |  |  |
| 5)  | The Grantee has not prohibited or otherwise limited Pavement Systems, Inc.  (certified vendor) from providing contractor/ sub-contractor quotes to other potential hidders/ Grantees.              |  |  |  |  |

## <u>AFFIDAVITS</u>

Section 1:

## **Business Status of Bidder**

| Described States of Diamet  |   |  |  |  |  |
|---|---|--|--|--|--|
| BIDDER/APPLICANT:   |   |  |  |  |  |
| Bisping Construction  Name  IO Ford Dr.  Principal place of business PO Box 654  Address  NLW Lenoy IL 60451  City, State, Zip Code |   |  |  |  |  |
| The Bidder is a:  |   |  |  |  |  |
| Corporation   |   |  |  |  |  |
| Partnership   |   |  |  |  |  |
| Limited Liability Company   |   |  |  |  |  |
| Sole Proprietorship   |   |  |  |  |  |
| Other (please explain:)   |   |  |  |  |  |
| <u>Corporation</u>  |   |  |  |  |  |
| The state of incorporation is: Ilinois  |   |  |  |  |  |
| The registered agent of the corporation in Illinois is:   |   |  |  |  |  |
| Lloyd Bisping   |   |  |  |  |  |
| Name  |   |  |  |  |  |
| Address   | _ |  |  |  |  |
| City, State, Zip Code   |   |  |  |  |  |
| ,   |   |  |  |  |  |
| The officers of the corporation are:  |   |  |  |  |  |
| Lloyd Bisping President  Brandi Bisping Secretary   |   |  |  |  |  |
| Vice President Lloyd Bisping Treasurer  |   |  |  |  |  |

The Corporation is authorized to do business in the State of Illinois

## Limited Liability Company

| The state of registration is:                        |                                    |
|--|------------------------------------|
| The registered agent of the Limited Liability Cor    | npany in Illinois is:              |
| Name   |                                    |
| Address  |                                    |
| City, State, Zip Code                                |                                    |
| The registered office of the Limited Liability Con   | mpany in Illinois is:              |
| Name   |                                    |
| Address  |                                    |
| City, State, Zip Code                                |                                    |
| The managers and members of the Limited Liabi        | lity Company are:  Name            |
| Address  | Address                            |
| City, State  | City, State                        |
| The LLC is authorized to do business in the State    | e of Illinois                      |
| Sole Pro   | prietorship                        |
| The address of the sole proprietor is:               |                                    |
| Address  |                                    |
| City, State  |                                    |
| The sole proprietor transacts business in Illinois u | under the following assumed names: |
| Name   | Name                               |
| Name   | Name                               |
| Name   | Name                               |

## **BID RIGGING AND BID ROTATING**

- **Section 2.** That in connection with this solicitation for bids/proposals:
  - A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
  - B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
  - C. The bid is genuine and not collusive or sham;
  - D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
  - E. All statements contained in such bid are true;
  - F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
  - G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

### Section 2a.

## **NON-COLLUSION**

- A. No officer or employee of the Shorewood-Troy Public Library has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the Shorewood-Troy Public Library has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Shorewood-Troy Public Library has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Shorewood-Troy Public Library.
- E. This bid is made without the benefit of information obtained in violation of law.

## Section 3. The undersigned further states that: (circle A or B)



He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or

- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- Section 4. The undersigned certifies that the bidder has not been barred from contracting as a result of a violation of Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code.

## THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

## **Section 5.** The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Shorewood-Troy Public Library, the employees will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The aforementioned company's policy of maintaining a drug free workplace;

- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Shorewood-Troy Public Library and to post the statement in a prominent place in the workplace;
- F. Notifying the Shorewood-Troy Public Library within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction or a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:
  - A. Take appropriate personnel action against such employee up to and including termination; or
  - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

## TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Shorewood-Troy Public Library because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

## NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq..
- Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department

- and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.
- Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13. Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

| Signed by [name]   |                  |
|--|------------------|
| president [title]  | -                |
| Subscribed and Sworn to before me this day of  | , 20 <u>24</u> . |
| OFFICIAL SEAL. KAITLYN J SMITH NOTARY PUBLIC, STATE OF ILLINOIS -seal-will county MY COMMISSION EXPIRES 10/05/2026 | _                |

STATE OF ILLINOIS SS. **COUNTY OF WILL)** 

### CERTIFICATION OF NO TAX DELINQUENCY

I, Lloyd Bisping, do hereby swear or affirm that the individual or entity which is about to enter into a contract with the Shorewood-Troy Public Library is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Title: president

Address: PO Box 654 New Lenox 12 60451

SUBSCRIBED AND SWORN to before me on this 18th day of July

> OFFICIAL SEAL KAITLYN J SMITH

PUBLIC, STATE OF ILLINOIS WILL COUNTY



### CERTIFICATE OF LIABILITY INSURANCE

DATE (NOM/DID/YYYY) 8/1/2023

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(jes) must have ADDITIONAL INSURED provisions or be endorsed.

| lf<br>tt    | SUBROGATION IS WAIVED, subject<br>its certificate does not confer rights t | to t         | he tei<br>a cart                                 | rms and conditions of th<br>ificate holder in lieu of si | e polic  | y, certain po<br>dorsement/s | olicies may i<br>ì.               | require an endorsement                    | . A st                    | atement on     |
|-------------|--|--------------|--|--|--|------------------------------|-----------------------------------|---|---------------------------|----------------|
| -           | OUCER  |              |  |  | CONTAI<br>NAME:  |                              |                                   |   |                           |                |
|             | JB International Midwest Limited   |              |  |  |  | . Ext); 630-468              |                                   | PAX<br>(A/C, No):                         |                           |                |
|             | 11 Opus Place, Suite 450<br>wners Grove IL 60515                           |              |  |  | E-MAIL   |                              |                                   | binternational.com                        |                           |                |
| ٦٠٠         | Wileis Glove II. 00315   |              |  |  | ADDRE  |                              |                                   |   | <del>-</del>              |                |
|             |  |              |  |  |  |                              |                                   | IDING COVERAGE                            |                           | NAIC#<br>14184 |
| INSI        | JRED   |              |  | BISPCON-01   |  |                              |                                   | surance Company                           |                           |                |
|             | sping Construction Co  |              |  |  |  |                              |                                   | surance Company of Ame                    | пса                       | 19046          |
|             | st Office Box 654  |              |  |  |  | R c : Evanstor               | insurance C                       | ompany                                    |                           | 35378          |
|             | 0 Lot C - Ford Court #1<br>w Lenox IL 60451                                |              |  |  | INSURE   | RD:                          |                                   |   |                           |                |
| I ME        | W Letiox IL 6043 i   |              |  |  | ENSURE   | RE:                          |                                   |   |                           |                |
| ᄂ           |  |              |  |  | INSURE   | RF:                          |                                   |   |                           |                |
| _           |  |              |  | NUMBER: 2045167266                                       |  |                              |                                   | REVISION NUMBER:                          | .=                        |                |
|             | HIS IS TO CERTIFY THAT THE POLICIES<br>IDICATED. NOTWITHSTANDING ANY RI    |              |  |  |  |                              |                                   |   |                           |                |
| C           | ERTIFICATE MAY BE ISSUED OR MAY  | PER1         | rain, i  | THE INSURANCE AFFORD                                     | ED BY  | THE POLICIES                 | S DESCRIBE                        | D HEREIN IS SUBJECT TO                    |                           |                |
|             | XCLUSIONS AND CONDITIONS OF SUCH   |              |  |  | BEEN F   |                              |                                   |   |                           |                |
| INSR<br>LTR | TYPE OF INSURANCE  | ADDI<br>INSD | SUBR   | POLICY NUMBER  |  | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP                        | LIMIT                                     | s                         |                |
| Α.          | X COMMERCIAL GENERAL LIABILITY   |              |  | X48785   |  | 8/1/2023                     | B/1/2024                          | EACH OCCURRENCE                           | \$ 2,000                  | ,000           |
|             | CLAIMS-MADE X OCCUR  |              |  |  |  |                              |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,0                  | 00             |
|             | X XCU COV INCL   | 1            | -  |  |  | i                            |                                   | MED EXP (Any one person)                  | \$ 10,00                  | 0              |
|             | X CONTRACTUAL LIAB   | i            |  |  |  | 1                            |                                   | PERSONAL & ADV INJURY                     | \$ 2,000                  | ,000           |
|             | GEN'L AGGREGATE LIMIT APPLIES PER;   |              |  |  |  |                              |                                   | GENERAL AGGREGATE                         | \$6,000                   | ,000           |
|             | POLICY X PRO-  | İ            |  |  |  |                              |                                   | PRODUCTS - COMP/OP AGG                    | \$6,000                   |                |
|             | OTHER:   |              |  |  |  |                              |                                   |   | \$                        |                |
| Α           | AUTOMOBILE LIABILITY   |              |  | X48785   |  | 8/1/2023                     | 8/1/2024                          | COMBINED SINGLE LIMIT<br>(Ea accident)    | \$ 1,000                  | .000           |
|             | X ANY AUTO   |              |  |  |  | :                            |                                   | BODILY INJURY (Per person)                | \$                        |                |
|             | OWNED SCHEDULED AUTOS ONLY AUTOS   |              |  |  |  |                              | BODILY INJURY (Per accident)      | \$  |                           |                |
|             | X HIRED X NON-OWNED AUTOS ONLY   | }            |  |  |  | ,                            | PROPERTY DAMAGE<br>(Per accident) | \$  |                           |                |
|             | AUTOS CNET   |              |  |  |  |                              |                                   | (Let accident)                            | 5                         |                |
| A           | X UMBRELLALIAB X OCCUR   | 1            |  | X48785   |  | 8/1/2023                     | 8/1/2024                          | EACH OCCURRENCE                           | \$ 5.000                  |                |
|             | EXCESS LIAB CLAIMS-MADE  |              |  |  |  |                              |                                   | AGGREGATE                                 | \$ 5,000                  |                |
|             | 1 OBOMO-MADE   | 1            |  |  |  |                              |                                   | AGGREGATE                                 | \$ 5,000                  | ,000           |
| ┢           | DED X RETENTION \$ SO.   | 1            | <del>                                     </del> | X48785   |  | 8/1/2023                     | 8/1/2024                          | X PER OTH-                                | •                         |                |
| ``          | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE                   |              |  | X40703   |  | J 1,12025                    | G 172024                          |   | * 4 000                   |                |
|             | OFFICER/MEMBER EXCLUDED?   | N/A          |  |  |  |                              |                                   | E.L. EACH ACCIDENT                        | \$ 1,000                  |                |
|             | (Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below  |              | ;  |  |  |                              |                                   | E.L. DISEASE - EA EMPLOYEE                |                           |                |
| В           | Leased/Rented Equipment  | -            | <del>                                     </del> | 660-0543B80B   |  | 8/1/2023                     | 044004                            | E.L. DISEASE - POLICY LIMIT               | <u>\$ 1,000</u><br>\$100, |                |
| č           | Pollution Liab (Mold INCL)   |              |  | CPLMOL118530   |  | 8/1/2023                     | 8/1 <b>/2024</b><br>8/1/2024      | Per Occumence<br>General Aggregate        | \$2,00                    | 0.000<br>0.000 |
|             | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC<br>DOT OF INSURANCE             | LES (        | ACORD  | i 101, Additional Remarks Schedu                         | le, may b  | e attached if more           | e space is require                | edj                                       |                           |                |
|             |  |              |  |  |  |                              |                                   |   |                           |                |
|             |  |              |  |  |  |                              |                                   |   |                           |                |
|             |  |              |  |  |  |                              | *                                 |   |                           |                |
|             |  |              |  |  |  |                              |                                   |   |                           |                |
|             |  |              |  |  |  |                              |                                   |   |                           |                |
| ÇE          | CERTIFICATE HOLDER 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. |                              |                                   |   |                           |                |
|             | **Sample**   |              |  |  | AUTHORIZED REPRESENTATIVE  |                              |                                   |   |                           |                |
|             |  |              | Reel K-Hughes_                                   |  |  |                              |                                   |   |                           |                |

### **ACUITY ENHANCEMENTS - BUSINESS AUTO**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

### A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any auto you do not own while used with permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered auto for Physical Damage Coverage.

### B. Who is an insured

The following are added to Who is an Insured under Section II - Liability Coverage:

### 1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;
- c. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### 2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *euto* you do not own, hire or borrow in your business or your personal affairs.

### C. Increased Supplementary Payments

- The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
- The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

CA-7247(10-16)

### D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

### E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

### F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

### G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

### 1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

### 2. Loan/Lease Gap Coverage

In the event of a total loss to a covered auto of the private passenger or light truck

type, we will pay any unpaid amount due on the lease or loan, less:

- The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - Overdue lease/loan payments at the time of the loss;
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

### 3. Hired Auto Physical Damage Coverage

If hired autos are covered autos for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any auto you own are extended to autos of the private passenger or light truck type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned auto of the private passenger or light truck type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered auto you own of the private passenger or light truck type.

### 4. Rental Relmbursement Coverage for Private Passenger Vehicles or Light Trucks

- This coverage applies only to a covered auto of the private passenger or light truck type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of a covered loss to an auto to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration,

with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.
- (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
  - Necessary and actual expenses incurred.
  - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- f. If loss results from the total theft of a covered auto to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Darnage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered auto that is described or designated as a covered auto on Rental Reimbursement Coverage Form CA-9923F.

### 5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered *loss*, we will pay up to \$1,000 for your liability for fire department service charges:

- Assumed by contract or agreement prior to loss; or
- Required by local ordinance.

No deductible applies to this additional coverage.

### 6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered auto that are intentionally discharged in an attempt to extinguish a fire.

## 7. Rental Reimbursement, Business Income and Extra Expense Coverage

#### Limits

The most we will pay for all loss for each covered auto involved in any one accident for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

### Coverage

- a. Rental Reimbursement Coverage
  - (1) We will pay for expenses incurred by you during the period of restoration for the rental of an auto made necessary because of a covered loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
  - (2) This Rental Reimbursement Coverage does not apply to a covered auto of the private passenger or light truck type because coverage for these vehicles is provided in item 4 of this endorsement.
- Business Income and Extra Expense Coverage
  - Business Income Coverage
    - (a) Actual Loss Sustained Coverage We will pay the actual loss of business income sustained by you as the result of the necessary suspension of your business during the period of restoration due to a loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
    - (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the period of restoration for income loss. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
  - (2) Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

### Conditions

a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

- make under any other coverages listed in extension 7.
- No other deductible applies to these coverages.
- We will not pay under these coverages if you do not repair or replace the covered auto.
- d. You must resume all or part of your business as quickly as possible.
- If you have other autos you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your business income.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

### 8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered loss, the actual loss sustained for the loss to the fuel used to operate your vehicle but only with respect to a covered auto. You must provide documentation supporting your claim for damages.

#### Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

### 9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered loss, the actual cash value, repair cost or replacement cost, whichever is less, for loss to your miscellaneous equipment but only with respect to a covered auto.

### **Exclusions**

We will not pay for loss caused by:

- Theft, unless there are visible signs or marks of forcible entry into the covered auto and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

### Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

### 10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the auto but only with respect to a covered auto.

#### **Deductible**

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

#### I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

- For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
- For combinations of tractor, truck, semitrailer or trailers when attached together by coupling devices at the time of *loss*, one deductible will apply.
  - a. If more than one auto of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
  - b. If only one auto of the combination is damaged or stolen, the deductible shown in the Declarations for that auto will apply.
- 3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other auto insured by us.
- If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

### J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an accident, claim, suit or loss by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of accidents, claims, suits or loss shall have received such notice from the agent or employee.

### K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We walve any right of recovery we may have against a person or organization because of payments we make for bodily injury or property damage arising out of your use of a covered auto which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the accident causing bodily injury or property damage.

### L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to autos hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

### M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

- N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders
  - If loss to property covered by these extensions is the result of a loss to the covered auto under this Coverage Form's Comprehensive or Collision Coverage, then for each covered auto our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

- 2. If loss to property covered by these extensions is the result of a loss to the covered auto under this Coverage Form's Specified Causes of Loss Coverage, then for each covered auto our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
- In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

### O. Coverage Extensions Definitions

- 1. "Business income" means the:
  - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - Continuing normal operating expenses incurred, including payroll.
- "Extra expense" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
- 3. "Light truck" means a truck with a gross vehicle weight of 10,000 pounds or less.

- "Miscellaneous equipment" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.
- "Period of restoration" means the period of time that:

### a. Begins:

- Twenty-four hours after the time of loss for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of loss for Extra Expense Coverage; and

### b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered auto.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the period of restoration.

# ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CG-7277(10-01)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- Section II Who Is An Insured is amended to include as an insured:
  - a. Any person or organization for whom you have performed operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy for completed operations:
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.

Such person or organization is an insured only with respect to liability included in the *products-completed operations hazard* arising out of *your work* performed and subject to the contract or agreement described in item 1.

2. The insurance afforded to these additional insureds does not apply to:

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(10-01)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- Section II Who Is an Insured is amended to include as an insured:
  - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

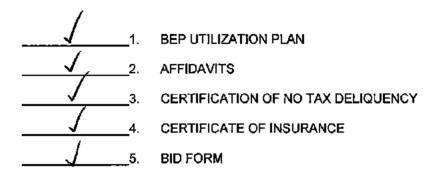
This insurance does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.
- Bodily injury or property damage occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

### STOP\*

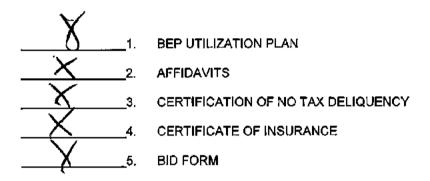
CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR PROPOSAL CONTAINS ALL OF THE REQUIRED DOCUMENTS.



FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

### STOP\*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR PROPOSAL CONTAINS ALL OF THE REQUIRED DOCUMENTS.



FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

# Section I Utilization of Certified Vendors (Please submit a separate form for <u>each</u> proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

| 1)       |  |                                      |                                |
|----------|--|--------------------------------------|--------------------------------|
|          | Company Name: Natural Creations L  |                                      |                                |
|          | Address: 356 E. Bruce Street, Joliet   | . IL 60432                           |                                |
|          | Phone: 815-724-0991  | FEIN # 36-3939174                    |                                |
| At       | t the time of submission, the above vendor is  | s:                                   |                                |
| <b>√</b> | Certified with the Commission on Equit   | ry and Inclusion (CEI) as MBE        | MBE/WBE/WMBE/PBE.              |
|          | Meets the criteria and has applied for c   | ertification with CEI. Application # |                                |
| 2)       |  |                                      |                                |
| 3)       | This DCEO Grant amount is \$ contracted/subcontracted to this certifle                 |                                      |                                |
| 4)       | A joint venture agreement is not required and  |                                      |                                |
| 5)       | The Grantee has not prohibited or otherwood (certified vendor) from providing contract | wise limited                         | r potential bidders/ Grantees. |

# Section I Utilization of Certified Vendors (Please submit a separate form for <u>euch</u> proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

| 1)     | The proposed certified vendor's:  Company Name: Elliott Electric Inc  Address: 1600 5 Broadway Coal City II 60416  Phone: \$15-634-1600 FEIN# 36-3555686 |
|--------|--|
| At     | the time of submission, the above vendor is:   |
| ٧      | Certified with the Commission on Equity and Inclusion (CEI) as WBE MBE/MBE/PBE.  |
|        | Meets the criteria and has applied for certification with CEI. Application #   |
| 2)<br> | A detailed description of the commercially useful work to be done by this certified vendor is as follows:  Electrical Work                               |
| 3)     | This DCEO Grant amount is \$ The portion of the grant which will be contracted/subcontracted to this certified vendor is \$                              |
| 4)     | A joint venture agreement is not required, as the arrangement between  |
| 5)     | The Grantee has not prohibited or otherwise limited  |

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

### <u>AFFIDAVITS</u>

Section 1:

### **Business Status of Bidder**

### **BIDDER/APPLICANT:**

|                  | R Berti & Son Contractor, Inc.    |                      |             |  |  |  |  |
|------------------|-----------------------------------|----------------------|-------------|--|--|--|--|
|                  | Name                              |                      |             |  |  |  |  |
|                  | Principal place of business       | 1609 Rock Creek Blvd |             |  |  |  |  |
|                  | Address                           | Joliet, IL 60431     |             |  |  |  |  |
|                  | City, State, Zip Code             |                      |             |  |  |  |  |
| X                | The  Corporation                  | Bidder is a:         |             |  |  |  |  |
|                  | Partnership                       |                      |             |  |  |  |  |
|                  | Limited Liability Comp            | anv                  |             |  |  |  |  |
|                  | Sole Proprietorship               |                      |             |  |  |  |  |
|                  | Other (please explain:            |                      |             |  |  |  |  |
|                  |                                   |                      |             |  |  |  |  |
|                  | <u>C</u>                          | orporation_          |             |  |  |  |  |
| The state of inc | orporation is: Illinois           |                      |             |  |  |  |  |
| The registered a | agent of the corporation in Illin | ois is:              |             |  |  |  |  |
| J                | KGG, LLC                          |                      |             |  |  |  |  |
| Name             | 111 N. Ottawa                     | Street               |             |  |  |  |  |
| Address          | Joliet, IL 60432                  |                      |             |  |  |  |  |
| City, Stat       | e, Zip Code                       |                      | <del></del> |  |  |  |  |
|                  |                                   |                      |             |  |  |  |  |
| The officers of  | the corporation are:              |                      |             |  |  |  |  |
| Richard J. I     | Berti                             | Richard J. Berti     |             |  |  |  |  |
| Presi            | dent                              | Secretary            |             |  |  |  |  |
| Vice Pres        | rident                            | Treasurer            |             |  |  |  |  |

The Corporation is authorized to do business in the State of Illinois

### Limited Liability Company

| The state of registration is:                      |                                       |
|--|---------------------------------------|
| The registered agent of the Limited Liability Co   | mpany in Illinois is:                 |
| Name .   |                                       |
| Address  | <del> </del>                          |
| City, State, Zip Code .                            |                                       |
| The registered office of the Limited Liability Co  | ompany in Illinois is:                |
| Name   |                                       |
| Address  |                                       |
| City, State, Zip Code                              | · · · · · · · · · · · · · · · · · · · |
| The managers and members of the Limited Liab       | oility Company are:  Name             |
| Address  | Address                               |
| City, State  | City, State                           |
| The LLC is authorized to do business in the Stat   | te of Illinois                        |
| Sole Pro   | oprietorship_                         |
| The address of the sole proprietor is:             |                                       |
| Address  |                                       |
| City, State  |                                       |
| The sole proprietor transacts business in Illinois | under the following assumed names:    |
| Name   | Name                                  |
| Name   | Name                                  |
| Name   | Name                                  |

### BID RIGGING AND BID ROTATING

- **Section 2.** That in connection with this solicitation for bids/proposals:
  - A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
  - B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
  - C. The bid is genuine and not collusive or sham;
  - D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
  - E. All statements contained in such bid are true;
  - F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
  - G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

### Section 2a.

### NON-COLLUSION

- A. No officer or employee of the Shorewood-Troy Public Library has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the Shorewood-Troy Public Library has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the Shorewood-Troy Public Library has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Shorewood-Troy Public Library.
- E. This bid is made without the benefit of information obtained in violation of law.

### Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- Section 4. The undersigned certifies that the bidder has not been barred from contracting as a result of a violation of Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Criminal Code.

## THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

### Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Shorewood-Troy Public Library, the employees will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The aforementioned company's policy of maintaining a drug free workplace;

- 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Shorewood-Troy Public Library and to post the statement in a prominent place in the workplace;
- F. Notifying the Shorewood-Troy Public Library within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction or a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:
  - A. Take appropriate personnel action against such employee up to and including termination; or
  - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Shorewood-Troy Public Library because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq..
- Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department

and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.
- Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13. Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

| Signed by: Rull hame]   |                  |
|---|------------------|
| President [title]   |                  |
| Subscribed and Sworn to before me this day of day of  | , 20 <u>24</u> . |
| By: Michael Hear Judy   |                  |
| -seal-  |                  |
| Official Seal<br>Michael Dean Judy<br>Notary Public State of Illinois<br>My Commission Expires 2/1/2027 |                  |

4 : F X

### **BID FORM**

| Rebid for the New Parking Lot and Site Improvements at the Shorewood-Troy Public Library 650 Deerwood Drive Shorewood, Illinois 60404  |
|--|
| For the  |
| Shorewood-Troy Public Library<br>650 Deerwood Drive<br>Shorewood, Illinois 60404   |
| Bid submitted by:  |
| R Berti & Son Contractor, Inc.   |
| 1609 Rock Creek Blvd   |
| Joliet, IL 60431   |
| To: Shorewood-Troy Public Library c/o Jennifer Cisna Mills, Director 650 Deerwood Drive Shorewood, Illinois 60404  |
| BASE BID - OVERALL BID FOR ALL TASKS   |
| The undersigned, having inspected the site and familiarized himself/herself with conditions affecting the cos of the work and its performance, and having carefully examined and fully understood the Contract Documents, hereby affirms and agrees to enter into a contract to provide labor, material, equipment, and services to completely perform the work described in the Contract Documents, including addenda issued thereto for the sum of:    The fight   Contract Documents   Contract Documents |
| PERFORMANCE AND PAYMENT BONDS - OVERALL BID FOR ALL TASKS  |
| The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The premium for such bonds will be \$ \( \frac{000}{000}  \frac{00}{000} \). This premium is included in the base bid sum.  |
| COMPLETION TIME - OVERALL BID FOR ALL TASKS  |
| The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receip of the written notice to proceed and will complete said work within calendar days thereafter.   |
| ALTERNATE NO. 1 - Additional Cost to Base Bid  |
| Provide a price proposal to construct the project in two (2) phases. In Phase 1, the work associated with the <a href="mailto:new parking">new parking</a> lot would be completed. In Phase 2, the work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. Two work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. Two work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. Two work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed. The work associated with the <a href="mailto:existing">existing</a> parking lot would be completed.   |
| DOLLARS \$ (2,500.00)  |

### ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 1 WORK

The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The additional premium for such bonds will be \$ 0.50. This premium is included in the Alternate No. 1 bid sum.

BID FORM BF-1

| ESTIMATED COMPLETION TIMES - PHASES 1 AND 2  |
|--|
| The undersigned agrees that, if awarded a contract for the work, he/she will start work promptly upon receipt of the written notice to proceed and will complete the Phase 1 work within calendar days thereafter.   |
| Once the Phase 1 work has been completed, the Phase 2 work will commence. The undersigned estimates that the Phase 2 work will be completed within calendar days thereafter.   |
| ALTERNATE NO. 2  |
| Provide a price proposal for the Contractor to maintain all new plantings for a period of one (1) year after preliminary acceptance (the Date of Substantial Completion) by the Owner or his/her representative. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf areas and watering/maintaining all plant materials. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required. |
|  |
| ADDITIONAL PERFORMANCE AND PAYMENT BOND AMOUNT FOR ALTERNATE NO. 2 WORK  |
| The undersigned agrees, if requested, to furnish performance and payment bonds as specified. The additional premium for such bonds will be \$\frac{350.00}{100}\$. This premium is included in the Alternate No. 2 bid sum.  |
| ACCEPTANCE OF BIDS   |
| The undersigned agrees that withdrawal of this bid, or failure to sign the agreement, within the times set forth herein shall automatically bar undersigned from further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bid.   |
| The undersigned further agrees that the Owner shall have the right to reject any or all bids.  |
| <u>ADDENDA</u>   |
| The undersigned acknowledges receipt of the following addenda:   |
| ADDENDUM NO. DATE  |
| 1 07 / 14 / 2024   |
|  |
|  |

If no addenda have been received, write in "NONE".

No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the Owner.

BID FORM BF-2

**SIGNATURES** (If an Individual) Date\_\_\_ , 2024. Signature of Bidder \_\_\_\_\_ (SEAL) Business Address \_ (If a Partnership) ....., 2024. Date Firm Name \_\_\_\_\_ (SEAL) Ву \_\_\_\_\_(SEAL) Business Address Names and Addresses of all Members of the Firm: (If a Corporation) \_\_\_, 2024. July 18 Date R Berti & Son Contractor, Inc. Corporate Name Ву President Title 1609 Rock Creek Blvd Business Address Joliet, IL 60431 President Secretary \_\_\_\_\_ Vice-President \_\_\_\_\_ Treasurer \_\_\_\_\_ ATTEST: Secretary

Corporate Seal

END OF BID FORM

STATE OF ILLINOIS )
) SS.
COUNTY OF WILL)

### CERTIFICATION OF NO TAX DELINQUENCY

I, Richard J. Berti , do hereby swear or affirm that the individual or entity which is about to enter into a contract with the Shorewood-Troy Public Library is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Title: President

Address: 1609 Rock Creek Blvd

Joliet, IL 60431

SUBSCRIBED AND SWORN to before me on this 18 day of July , 2024.

Notary Public

Official Seal Michael Dean Judy Notary Public State of Illinois My Commission Expires 2/1/2027



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2024

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(les) 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).

| this certificate does not confer rights to   | the c             | ertifi      | cate holder in lieu of such                          |  |                             |  |                 |         |
|--|-------------------|-------------|--|--|-----------------------------|--|-----------------|---------|
| RODUCER  |                   |             |  | CONTACT Kelly Carl   |                             |  |                 |         |
| Brown & Brown Insurance Services, Inc.   |                   |             |  | BHOME (830) 54   | 5-4600                      | FAX  | (630) 24        | 15-4601 |
| 83 Shuman Blvd., Suite 110   |                   |             |  | (A/C, No, Ext): (630) 24<br>E-MAIL<br>ADORESS: Kelly. Cark | @bbrown.com                 |  |                 |         |
|  |                   |             |  | INS  | URER(S) AFFOR               | DING COVERAGE  |                 | NAIC #  |
| Naperville   |                   |             | JL 60563   | INSURER A: United Fi                                       | re & Casualty               | Company  |                 | 10321   |
| ISURED   |                   |             |  | INSURER 8 :  |                             |  |                 |         |
| R BERTI & SON CONTRACTO  | RS, IN            | C           |  | INSURER C:   |                             |  |                 |         |
| 1609 ROCK CREEK BLVD   |                   |             |  | INSURER D :  |                             |  |                 |         |
|  |                   |             |  | INSURER E :  |                             |  |                 |         |
| JOLIET   |                   |             | IL 60431-7941  | INSURER F :  |                             |  |                 |         |
| OVERAGES CEF   | RTIFIC            | ATE         | NUMBER: 24/25  |  |                             | REVISION NUMBER  | ₹:              |         |
| THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PERTEXCLUSIONS AND CONDITIONS OF SUCH POLICIES. | IREME<br>'AIN, TI | NT, TO      | ERM OR CONDITION OF ANY (<br>SURANCE AFFORDED BY THE | CONTRACT OR OTHER<br>POLICIES DESCRIBEI                    | DOCUMENT V<br>DHEREIN IS SI | MITH RESPECT TO WH   | RICH THIS       |         |
| SR TYPE OF INSURANCE   |                   | SUBR<br>WVD | POLICY NUMBER  | POLICY EFF<br>(MM/DD/YYYY)                                 | POLICY EXP<br>(MM/DD/YYYY)  |  | LIMITS          |         |
| COMMERCIAL GENERAL LIABILITY   | 12400             | 1170        |  | 1000000011111  |                             | EACH OCCURRENCE  | s 1,000         | ,000,   |
| CLAIMS-MADE OCCUR  | 1                 |             |  |  |                             | DAMAGE TO RENTED<br>PREMISES (Ea occurrence                | 300.0           |         |
|  | Ī                 |             |  |  |                             | MED EXP (Any one person                                    | 10.00           | 0       |
|  | Y                 | Υ           | 60543047   | 06/17/2024   | 06/17/2025                  | PERSONAL & ADV INJUR                                       | 1 000           | ,000    |
| GEN'L AGGREGATE LIMIT APPLIES PER:   |                   |             |  |  |                             | GENERAL AGGREGATE  | \$ 2,000        |         |
| POLICY X PRO X Loc   |                   |             |  |  |                             | PRODUCTS - COMP/OP A                                       | 2 000           |         |
| OTHER:   | 1                 |             |  | [  |                             | Employee Benefits  | \$ 1,000        |         |
| AUTOMOBILE LIABILITY   | 1                 |             |  |  |                             | COMBINED SINGLE LIMI<br>(Ea socident)                      | \$ 1,000        | ,000    |
| X ANY AUTO   | i                 |             |  | [  |                             | BODILY INJURY (Per para                                    | an) \$          |         |
| OWNED SCHEDULED  | Y                 | Y           | 60543047   | 08/17/2024   | 06/17/2025                  | BODILY INJURY (Per acci                                    |                 |         |
| HIRED NON-OWNED  |                   |             |  |  |                             | PROPERTY DAMAGE  | \$              |         |
| AUTOS ONLY AUTOS ONLY  |                   |             |  |  |                             | (Per accident)   | \$              |         |
| WIMBRELLA LIAB X OCCUR   | +                 |             |  |  |                             | 5A0U 000 1555105   | \$ 5,000        | ,000    |
| EVOSER LIAB  | .                 | 60543047    |  | 06/17/2024   | 06/17/2025                  | EACH OCCURRENCE  | \$ 5,000        |         |
| CLAIMA-MADE  | 4                 |             |  |  | 2011112020                  | AGGREGATE  | - 1             | •       |
| WORKERS COMPENSATION   | <del> </del>      | _           |  |  |                             | STATUTE   G  | \$<br>5YH-<br>R |         |
| AND EMPLOYERS' LIABILITY Y/N   |                   |             |  |  |                             |  | 1,000           | .000    |
| ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?  | NIA               | Y           | 60543047   | 06/17/2024   | 08/17/2025                  | E.L. EACH ACCIDENT   | 1.000           |         |
| (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below   | 1                 |             |  |  |                             | E.L. DISEASE - EA EMPLO                                    | 1 000           |         |
| DESCRIPTION OF OPERATIONS below  | +-                |             | <del>-</del> -                                       |  |                             | E.L. DISEASE - POLICY L<br>Limit                           | \$50,0          |         |
| Installation Floater;<br>Leased and Rented Equipment   |                   |             | 60543047   | 06/17/2024   | 06/17/2025                  | Limit  | \$100           |         |
| SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL   | -                 |             |  | •  |                             |  |                 |         |
| Valver of subrogation in favor of the listed add<br>ritten contract. Additional insured with respec<br>ontract. Additional insureds: Owner, Architect.       | t to Ge           | neral       | Liability and Auto Liability on a                    | a primary non contribut                                    | ory basis only              | when required by writt                                     | by<br>ten       |         |
| ERTIFICATE HOLDER  | <u>-</u> -        |             |  | CANCELLATION   |                             |  |                 |         |
| SAMPLE CERTIFICATÉ FOR I   | BIDDIN            | IG PU       | RPOSES   |  | ATE THEREOR                 | SCR:BED PÓLICIES B<br>; NOTICE WILL BE DE<br>/ PROVISIONS. |                 | BEFORE  |
|  |                   |             |  | ALITHORIZED REPRESENTATIVE                                 |                             |  |                 |         |