

Copy #2

**BID BOND**

**Hudson Insurance Company  
100 William Street, New York, NY 10038**

**CONTRACTOR:**

*(Name, legal status and address)*  
Austin Tyler Construction, Inc.  
23343 S. Ridge Rd.,  
Elwood, IL 60421

**SURETY:**

*(Name, legal status and principal place of business)*  
Hudson Insurance Company  
100 William Street  
New York, NY 10038

**OWNER:**

*(Name, legal status and address)*  
Village of Orland Park  
14700 South Ravinia Ave.  
Orland Park, IL 60462

**BOND AMOUNT:** Ten Percent of Bid Amount (10%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Fernway Road & Ditch Reconstruction Phase 6

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

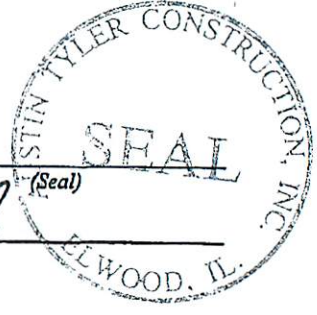
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 4th day of October, 2021.

Tony Vane  
(Witness)

Austin Tyler Construction, Inc.  
(Principal) Cory S. Schumal (Seal)  
(Title) Cory S. Schumal, President



Hudson Insurance Company

Maurice Hill  
(Witness)

(Surety) Lynn M. Blaylock (Seal)  
(Title) Attorney-In-Fact Lynn M. Blaylock



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock, Christopher L. Spangler,  
Elizabeth Marro and Christine Cannella  
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.  
(Corporate seal)

Attest.....  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By.....  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 4<sup>th</sup> day of October, 20 21  
(Corporate seal)

By.....  
Dina Daskalakis, Corporate Secretary

## Questions & Answers - 1

**Project** 21-054 - Fernway Road + Ditch Recon Phase 6  
**Buying Organization** Village of Orland Park

No	Question/Answer	Question Date
Q1	<p><b>Question: Construction Layout</b> Can you clarify the pay item of 1 EACH Construction Layout? Or is that supposed to be 1 LS?</p> <p><b>Answer:</b> Thank you for the question. The unit price sheet is in error showing an EACH. Exhibit A (project plan set) and Exhibit B (special provisions) indicate the Construction Layout pay item is measured/paid via Lump Sum (LS).</p>	10/01/2021

*Tony Wenz*  
10/12/21

**BIDDER SUMMARY SHEET**  
ITB 21-054  
2021-2022 Fernway Road + Ditch Reconstruction Phase 6

Business Name: Austin Tyler Construction, Inc  
Street Address: 23343 S Ridge Road  
Elwood, IL 60421  
City, State, Zip: \_\_\_\_\_  
Contact Name: Gary S. Schumal  
Title: President  
Phone: (815) 726-1090 Fax: (815) 726-1171  
E-Mail address: GSCHUMAL@AUSTIN-TYLER.COM

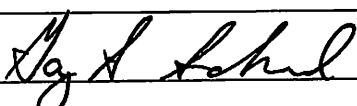
Price Proposal

Complete the unit price sheet

GRAND TOTAL BID PRICE

\$ 1,038,822.76

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gary S. Schumal  
Signature of Authorized Signee:   
Title: President Date: October 12, 2021

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

*Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.*

The undersigned Gary S. Schumal  
*(Enter Name of Person Making Certification)*  
as President  
*(Enter Title of Person Making Certification)*  
and on behalf of Austin Tyler Construction, Inc  
*(Enter Name of Business Organization)*

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes  No [ ]

Federal Employer I.D. #: 38 - 39 00 388  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Bidder is (*check one*):

Sole Proprietor  
 Independent Contractor (*Individual*)  
 Partnership  
 LLC  
 Corporation ILLINOIS 3 / 2013  
*(State of Incorporation) (Date of Incorporation)*

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes  No [ ]

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes  No [ ]

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes  No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a

minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes  No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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 Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement 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 Agreement, the Bidder 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 Bidder 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.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise,

between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement 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.

6) PREVAILING WAGE COMPLIANCE:      Yes  No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:      Yes  No [ ]

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Union Sponsorship



Brief Description of Program: LABORERS LOCAL 75 - ICD17-0602

OPERATIONS LOCAL 150 - ICD008780173

CEMENT FINISHING LOCAL 11 - ICD004890005

8) TAX COMPLIANT: Yes  No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**



Signature of Authorized Officer

Gary S. Schumal

Name of Authorized Officer

**President**

Title

OCTOBER 12, 2021

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Austin Tyler Construction, Inc  
(Enter Name of Business Organization)

- 1. ORGANIZATION Will County D.O.T.  
ADDRESS 16841 W. Lankham Joliet, IL 60433  
PHONE NUMBER (815) 727-8474  
CONTACT PERSON Steve Pearson  
YEAR OF PROJECT 2020
  
- 2. ORGANIZATION City of Lockport  
ADDRESS 17112 Prime Blvd Lockport, IL 60441  
PHONE NUMBER (815) 838-0549  
CONTACT PERSON Dan Hansen  
YEAR OF PROJECT 2020 + 2021
  
- 3. ORGANIZATION Village of New Lenox  
ADDRESS 1 Veterans Pkwy New Lenox, IL 60451  
PHONE NUMBER (815) 462-6400  
CONTACT PERSON Will Nash  
YEAR OF PROJECT 2020



## Unit Price Sheet

ITB 21-054

## 2021-2022 Fernway Road + Ditch Reconstruction Phase 6

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Silverlake Stage 1 in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	50	UNIT	\$ 32.00	\$ 1,600.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	70	UNIT	\$ 38.00	\$ 2,660.00
3	TEMPORARY FENCE	900	LF	\$ 4.00	\$ 3,600.00
4	TREE ROOT PRUNING	45	EACH	\$ 0.01	\$ 0.45
5	TREE PRUNING (1 TO 10 INCH DIAMETER)	10	EACH	\$ 100.00	\$ 1,000.00
6	TREE PRUNING (OVER 10 INCH DIAMETER)	20	EACH	\$ 150.00	\$ 3,000.00
7	EARTH EXCAVATION	4,200	CU YD	\$ 29.00	\$ 121,800.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	1,900	CU YD	\$ 27.00	\$ 51,300.00
9	TRENCH BACKFILL	20	CU YD	\$ 54.00	\$ 1,080.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1,810	SQ YD	\$ 2.25	\$ 4,072.50
11	TOPSOIL FURNISH AND PLACE, 4"	9,900	SQ YD	\$ 3.25	\$ 32,175.00
12	GRADING AND SHAPING DITCHES	4,300	LF	\$ 8.00	\$ 34,400.00
13	NITROGEN FERTILIZER NUTRIENT	125	LBS	\$ 3.00	\$ 375.00
14	PHOSPHORUS FERTILIZER NUTRIENT	125	LBS	\$ 3.00	\$ 375.00
15	POTASSIUM FERTILIZER NUTRIENT	125	LBS	\$ 3.00	\$ 375.00
16	SODDING, SALT TOLERANT	9,900	SQ YD	\$ 6.50	\$ 64,350.00
17	SUPPLEMENTAL WATERING	150	UNIT	\$ 0.01	\$ 1.50
18	TEMPORARY DITCH CHECKS	130	LF	\$ 15.00	\$ 1,950.00
19	INLET AND PIPE PROTECTION	5	EACH	\$ 300.00	\$ 1,500.00
20	INLET FILTERS	10	EACH	\$ 100.00	\$ 1,000.00
21	WASHOUT BASIN	3	EACH	\$ 250.00	\$ 750.00
22	STONE RIPRAP, CLASS A3	140	SQ YD	\$ 75.00	\$ 10,500.00
23	STONE RIPRAP, CLASS A5	200	SQ YD	\$ 130.00	\$ 26,000.00
24	FILTER FABRIC	380	SQ YD	\$ 2.25	\$ 855.00
25	AGGREGATE SUBGRADE IMPROVEMENT	600	CU YD	\$ 40.00	\$ 24,000.00
26	AGGREGATE SUBGRADE IMPROVEMENT 12"	6,040	SQ YD	\$ 12.00	\$ 72,480.00
27	SUBBASE GRANULAR MATERIAL, TYPE B 4.75"	1,050	SQ YD	\$ 6.50	\$ 6,825.00
28	BITUMINOUS MATERIALS (PRIME COAT)	13,650	LB	\$ 0.01	\$ 136.50
29	BITUMINOUS MATERIALS (TACK COAT)	1,365	LB	\$ 0.01	\$ 13.65
30	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,025	TON	\$ 70.00	\$ 71,750.00
31	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	600	TON	\$ 75.00	\$ 45,000.00
32	INCIDENTAL HOT-MIX ASPHALT SURFACING	20	TON	\$ 95.00	\$ 1,900.00
33	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	50	SQ FT	\$ 30.00	\$ 1,500.00
34	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3.5 INCH	1,200	SQ YD	\$ 44.00	\$ 52,800.00
35	HOT-MIX ASPHALT PATH OVERLAY, 1.5 INCH	800	SQ YD	\$ 14.00	\$ 11,200.00
36	HOT-MIX ASPHALT PATH PAVEMENT, 3.75 INCH	100	SQ YD	\$ 34.00	\$ 3,400.00
37	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	340	SQ YD	\$ 66.22	\$ 22,514.80
38	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	450	SQ FT	\$ 9.50	\$ 4,275.00
39	DETECTABLE WARNINGS	64	SQ FT	\$ 25.00	\$ 1,600.00
40	PAVEMENT REMOVAL	6,200	SQ YD	\$ 6.00	\$ 37,200.00
41	DRIVEWAY PAVEMENT REMOVAL	1,650	SQ YD	\$ 10.00	\$ 16,500.00
42	COMBINATION CURB AND GUTTER REMOVAL	20	LF	\$ 17.00	\$ 340.00
43	CLASS D PATCHES, TYPE I, 2 INCH	60	SQ YD	\$ 38.00	\$ 2,280.00
44	CLASS D PATCHES, TYPE II, 5 INCH	20	SQ YD	\$ 52.00	\$ 1,040.00
45	PORTLAND CEMENT CONCRETE SHOULDERS 12"	785	SQ YD	\$ 110.00	\$ 86,350.00
46	PIPE CULVERT REMOVAL	200	LF	\$ 15.00	\$ 3,000.00
47	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	1	EACH	\$ 830.00	\$ 830.00
48	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	2	EACH	\$ 860.00	\$ 1,720.00
49	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	2	EACH	\$ 920.00	\$ 1,840.00
50	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	2	EACH	\$ 970.00	\$ 1,940.00
51	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	1	EACH	\$ 1,000.00	\$ 1,000.00
52	GRATING FOR CONCRETE FLARED END SECTION 15"	2	EACH	\$ 285.00	\$ 570.00
53	GRATING FOR CONCRETE FLARED END SECTION 18"	2	EACH	\$ 445.00	\$ 890.00
54	GRATING FOR CONCRETE FLARED END SECTION 21"	2	EACH	\$ 475.00	\$ 950.00
55	GRATING FOR CONCRETE FLARED END SECTION 24" 1	1	EACH	\$ 520.00	\$ 520.00

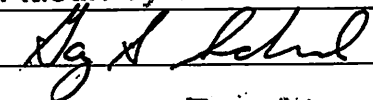
55	PIPE CULVERTS, CLASS A, TYPE 1 12"	600	LF	\$	48.00	\$	28,800.00
57	PIPE CULVERTS, CLASS A, TYPE 1 15"	180	LF	\$	51.00	\$	9,180.00
58	PIPE CULVERTS, CLASS A, TYPE 1 18"	130	LF	\$	58.00	\$	7,540.00
59	PIPE CULVERTS, CLASS A, TYPE 1 21"	80	LF	\$	67.00	\$	5,360.00
60	PIPE CULVERTS, CLASS A, TYPE 1 24"	40	LF	\$	72.00	\$	2,880.00
61	FIRE HYDRANTS TO BE ADJUSTED	1	EACH	\$	1,000.00	\$	1,000.00
62	PIPE DRAINS 8"	20	LF	\$	57.00	\$	1,140.00
63	CATCH BASINS, TYPE C, TYPE 8 GRATE	1	EACH	\$	1,950.00	\$	1,950.00
64	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$	2,300.00	\$	2,300.00
65	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$	2,700.00	\$	2,700.00
66	MANHOLES TO BE ADJUSTED	10	EACH	\$	230.00	\$	2,300.00
67	MANHOLES TO BE RECONSTRUCTED, BLOCK	1	EACH	\$	300.00	\$	300.00
68	MANHOLES TO BE RECONSTRUCTED, CONE SECTION	1	EACH	\$	500.00	\$	500.00
69	MANHOLES TO BE RECONSTRUCTED, FLAT TOP SLAB	1	EACH	\$	500.00	\$	500.00
70	MANHOLES TO BE MORTARED	3	EACH	\$	100.00	\$	300.00
71	REMOVING MANHOLES	1	EACH	\$	500.00	\$	500.00
72	MOBILIZATION	1	LS	\$	60,000.00	\$	60,000.00
73	SIGN PANEL - TYPE 1	10	SQ FT	\$	15.00	\$	150.00
74	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	12	EACH	\$	200.00	\$	2,400.00
75	TELESCOPING STEEL SIGN SUPPORT	130	LF	\$	25.00	\$	3,250.00
76	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	10	SQ FT	\$	21.00	\$	210.00
77	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	50	LF	\$	5.00	\$	250.00
78	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	150	LF	\$	12.00	\$	1,800.00
79	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	90	FOOT	\$	19.00	\$	1,710.00
80	STABILIZED CONSTRUCTION ENTRANCE	300	SQ YD	\$	0.01	\$	3.00
81	RELOCATE EXISTING MAILBOX	32	EACH	\$	150.00	\$	4,800.00
82	PAVEMENT MARKING REMOVAL - WATER BLASTING	200	SQ FT	\$	10.00	\$	2,000.00
83	TEMPORARY ACCESS (PRIVATE ENTRANCE)	33	EACH	\$	0.01	\$	0.33
84	TEMPORARY ACCESS (ROAD)	3	EACH	\$	0.01	\$	0.03
85	SPECIAL NEEDS DRIVEWAY ACCESS	5	EACH	\$	600.00	\$	3,000.00
86	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	125	LF	\$	45.00	\$	5,625.00
87	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	LS	\$	5,000.00	\$	5,000.00
88	CONSTRUCTION LAYOUT	1	LS	\$	12,000.00	\$	12,000.00
89	TEMPORARY ASPHALT PAVEMENT	1,230	SQ YD	\$	23.00	\$	28,290.00
						<b>*GRAND TOTAL BID PRICE</b>	<b>\$ 1,038,822.76</b>

\*Please enter Total Cost on Bidder Summary Sheet

**Gary S. Schumal**

Proposer: \_\_\_\_\_

Firm Name: **Austin Tyler Construction, Inc.**

Signed: 

Title: **President**

Dated: **10/12/2021**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan & Associates, Inc 1770 Park Street, Suite 210 Naperville IL 60563	CONTACT NAME: Elizabeth Marro	FAX (A/C. No.): 630.420.8520	
	PHONE (A/C. No. Ext): 630.420.3400	E-MAIL ADDRESS: emarro@robertsonryan.com	
INSURED Austin Tyler Construction, Inc Joliet Asphalt, LLC 23343 S. Ridge Road Elwood IL 60421	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: THE CINCINNATI INSURANCE COMPANIES		10677
	INSURER B: Chubb Indemnity Insurance Co		12777
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 1661947730 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0625850	8/25/2021	8/25/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0625850	8/25/2021	8/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0625850	8/25/2021	8/25/2022	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC0625851	8/25/2021	8/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A B	Inland Marine Pollution Liability Installation Floater			EPP0625850 CPM G72537695 001	8/25/2021 8/25/2021	8/25/2022 8/25/2022	Leased/Rented Site & Premises Installation Floater	\$500,000 3,000,000 \$750,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Proof Of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Kevin Mark Longley*

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# ORLAND PARK

## INSURANCE REQUIREMENTS

### WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability  
\$500,000 – Each Accident \$500,000 – Each Employee  
\$500,000 – Policy Limit  
Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage

### GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence  
Bodily Injury & Property Damage  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
**Additional Insured Endorsements:** ISO CG 20 10 or CG 20 26 and  
CG 20 01 Primary & Non-Contributory  
Waiver of Subrogation in favor of the Village of Orland Park

### PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

### UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Employers' Liability

### UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date  
Deductible not-to-exceed \$50,000 without prior written approval

### BUILDERS RISK

Completed Property Full Replacement Cost Limits -  
Structures under construction

### ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs  
resulting from a pollution incident at, on or mitigating beyond the job site

### CYBER LIABILITY

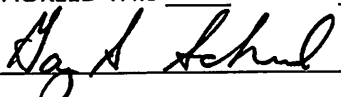
\$1,000,000 Limit per Data Breach for liability, notification, response,  
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess

or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 12<sup>th</sup> DAY OF October, 2021

  
Signature  
**Gary S. Schumal      President**

Printed Name & Title

Authorized to execute agreements for:  
**Austin Tyler Construction, Inc**  
Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsement attached.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Date of Completion

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker Name & Address	CONTACT NAME: This section must be completed	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Vendor/Organization Name & Address	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	Policy No.	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OR <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Policy No.	Eff. Date	Exp. Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$	Y	Y	Policy No.	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Policy No.	Eff. Date	Exp. Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Liquor Liability** Property		Y	Policy No. Policy No.	Eff. Date Eff. Date	Exp. Date Exp. Date	\$1,000,000 \$Replacement Cost	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Event & Dates. ADDITIONAL INSURED with respect to General Liability on a Primary & Non-Contributory basis: Village of Orland Park, its related entities and each of their respective officers, directors, employees and agents. WAIVER OF SUBROGATION applies to General Liability, Workers Compensation & Property coverages. \*\*Required if selling and/or serving alcohol; if applicable, the policy shall list Village of Orland Park & its related entities as the Named Insureds. Alternatively, an existing Liquor Liability policy must extend coverage to your operations at the Event, and shall name Village of Orland Park, its related entities and their respective officers, directors, employees & agents as Primary & Non-Contributory Additional Insureds.

CERTIFICATE HOLDER Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE This section is to be completed.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
- B. In connection with your premises owned by or rented to you.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "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:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. 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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".