

PROPOSER SUMMARY SHEET
RFP #24-014
CPAC Modernization Project – Phase 1

Business Name: Reed Construction

Street Address: 600 W. Jackson Boulevard, 8th Floor

City, State, Zip: Chicago, IL 60661

Contact Name: David Hesser

Title: Project Manager

Phone: 773-802-9860 Fax: _____


E-Mail address: dhesser@reedcorp.com

Price Proposal

BASE BID PRICE Must include all Allowances in Section 012100	\$ <u>1,995,000.00</u>
ALTERNATE #1 PRICE	\$ <u>295,000.00</u>
GRAND TOTAL PROPOSAL PRICE	\$ <u>2,290,000.00</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: David Hesser

Signature of Authorized Signee: 

Title: Project Manager Date: June 6, 2024

[Reed Construction has received and acknowledges both Addendum, 1 and 2.](#)

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

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

The undersigned David Hesser _____,
(Enter Name of Person Making Certification)

as Project Manager _____
(Enter Title of Person Making Certification)

and on behalf of Reed Construction _____,
(Enter Name of Business Organization)

certifies that Proposers is:

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

Federal Employer I.D. #: 36-1672160
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois 9/6/1932
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.

- Minority-Owned []
- Women-Owned []
- Veteran-Owned []
- Disabled-Owned []
- Small Business [] ([SBA standards](#))
- Prefer not to disclose []
- Not Applicable []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned [] Small Business [] ([SBA standards](#))
- Women-Owned [] Prefer not to disclose []
- Veteran-Owned [] Not Applicable [x]
- Disabled-Owned []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [x] No []

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

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No []

The Proposer 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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [x] 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."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [x] No []

During the performance of this Project, Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer'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 Proposer 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.

7) PREVAILING WAGE COMPLIANCE: Yes No

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as

amended, Proposer 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 Proposer 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.

8) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

Proposer 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: Laborer's Union, Carpenter's Union, Painter's Union

Brief Description of Program: Reed Construction is signatory to the Chicago

Laborers District Council, Painters District Council 14 and Chicago and

Northeast Illinois District Council of Carpenters. Reed actively contributes

to all associated Apprenticeship Funds and our accounts are active and

current.

9) TAX COMPLIANT: Yes No

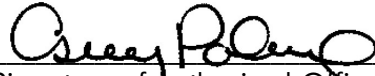
Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with 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 Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal 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 RFP, 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

Ashley Polino

Name of Authorized Officer

Chief Financial Officer

Title

June 5, 2024

Date

REFERENCES

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

Proposer's Name: Reed Construction

(Enter Name of Business Organization)

1. ORGANIZATION US Healthvest
ADDRESS 32 E. 57th Street, 17th Floor, New York, NY
PHONE NUMBER 212-243-5565
CONTACT PERSON Miro Petrovic
YEAR OF PROJECT 2021

2. ORGANIZATION Eckenhoff Saunders Architects
ADDRESS 130 E. Randolph Street, Suite 1850, Chicago, IL 60601
PHONE NUMBER 312-786-1204
CONTACT PERSON Mark Nichols
YEAR OF PROJECT 2022

3. ORGANIZATION PFB Architects
ADDRESS 33 N. LaSalle Street, Suite 3600, Chicago, IL 60602
PHONE NUMBER 312-376-3100
CONTACT PERSON Brian Pugh
YEAR OF PROJECT 2024



RESPONSE TO REQUEST FOR PROPOSAL

VILLAGE OF ORLAND PARK CPAC MODERNIZATION

June 6, 2024






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About Us

Established in 1893, Reed Construction is a full-service construction firm offering general contracting and design-build services. With nearly 130 years of experience, our diverse portfolio spanning markets reflects our core capabilities and our legacy of excellence.

Located in Chicago, IL, with more than 100 employees, Reed Construction has the resources to support our clients wherever they need us. Over the past decade alone, we have provided an array of construction services for over 5,000 projects across the country.

Reed is a trusted, prominent general contractor for the Chicagoland area. We exceed all expectations by delivering the highest quality and standards possible. Our longevity speaks to our deep understanding of delivering projects on time and within budget, as well as our strong working relationships with local officials and with many accomplished trade contractors and suppliers.



OUR COMMUNITY INVOLVEMENT

Reed Construction believes that through direct involvement with our community, we can make a positive impact. Since its inception in 2014, the Reed Construction Foundation's mission has been to build a stronger community through enriched access to education and quality healthcare. Reed has strong roots in the City of Chicago, and we are committed to give our time and assistance to the communities that have given us so much.



\$2.7M+
donated to
OUR LOCAL
community



1000+
HOURS
volunteered
since 2019



200+
charitable
EVENTS
sponsored



50,000+
BOOKS DONATED
to our partner,
Bernie's Book Bank

OUR INVOLVEMENT COMES STRAIGHT FROM THE TOP!

Bill Birck, CEO of Reed, has made a personal commitment to community support. He leads by example and his advocacy for community involvement runs strong through the company.



SUPPORT OF PROJECT H.O.O.D.'S SKILLED TRADES PROGRAM

Bill was drawn to the mission of Project H.O.O.D.'s Skilled Trades Training program, which teaches entry-level trades skills to adolescents and adults looking to start their career in the industry. To support this initiative, the Reed Construction Foundation regularly provides materials and equipment needed for Project H.O.O.D.'s ongoing 12-week construction training courses.

REED HAS WORKED ALONGSIDE OUR NEIGHBORS AND WITH THESE ORGANIZATIONS TO DIRECTLY IMPACT COMMUNITIES.

Project H.O.O.D. | Bernie's Book Bank | Habitat for Humanity | Asian Human Services | My Block My Hood My City | YWCA Greater Chicago Food Depository | After School Matters | United Way Metro Chicago | Family Christian Health Center

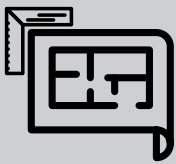


PROJECT APPROACH



PROJECT APPROACH PRECONSTRUCTION

Reed Construction understands what it takes to deliver a truly successful project. Our attention to detail, industry expertise, quality workmanship, and team-minded approach are why we have helped our customers thrive for more than 128 years.



Planning

Collaborate with the project team on best strategy, provide detailed and comprehensive budgets at the following junctures: schematic design stage, design development stage, and issuance of construction documents.



Bidding

Develop a comprehensive list of qualified bidders per trade division and thoroughly qualify subcontractor and vendor bid proposals for accuracy and all-inclusive scopes. Prepare a GMP budget package including detailed scope breakdowns for each trade.

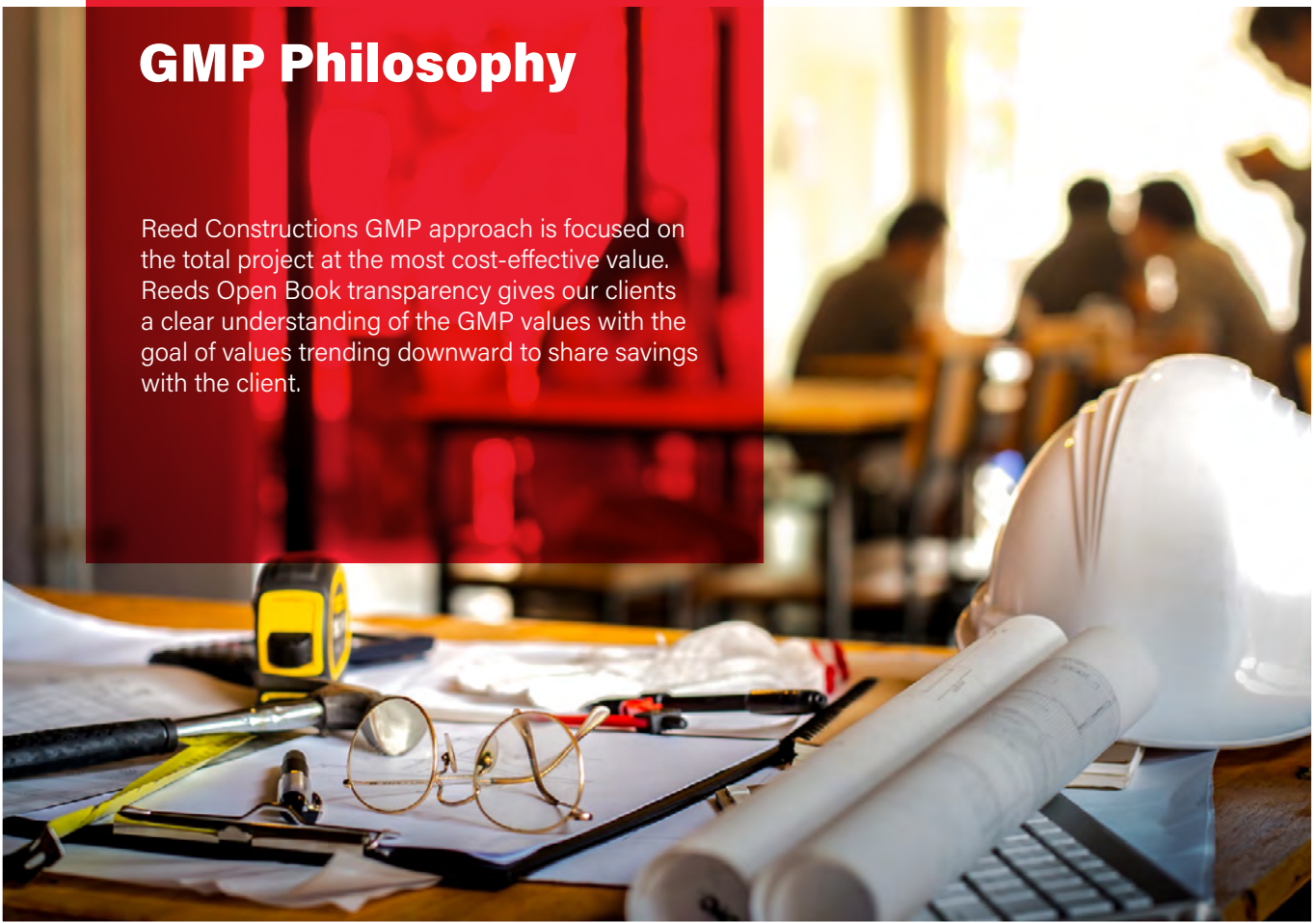


Award

Recommend a contingency amount to ensure project is delivered on time and within agreed-upon budget. Perform priority subcontractor awards based on project critical path.

GMP Philosophy

Reed Construction's GMP approach is focused on the total project at the most cost-effective value. Reed's Open Book transparency gives our clients a clear understanding of the GMP values with the goal of values trending downward to share savings with the client.



KEYS TO SUCCESS

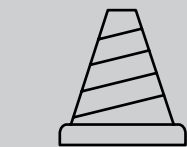
- Allowances
- Contingencies
- Line-Item Savings
- Overall Savings
- Scope Changes

SOLUTIONS

- **Value Engineering, transparent pricing**
 - » We provide a detailed GMP estimate with quantities and unit pricing throughout the design process in order to keep our budget on track
 - » We utilize an "open book" approach to subcontractor pricing, while sourcing multiple bids across all trades to ensure the most competitive pricing
 - » Thorough subcontractor prequalification process
- **Identifying critical path, key milestones and long lead time items**
 - » Once materials have been selected, we hold all partners accountable for hitting key milestone dates to stay on critical path schedule
- **Establishing adequate allowances for unquantifiable scope**

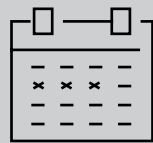
PROJECT APPROACH CONSTRUCTION

Reed Construction understands what it takes to deliver a truly successful project. Our attention to detail, industry expertise, quality workmanship, and team-minded approach are why we have helped our customers thrive for more than 128 years.



MOBILIZATION

- Place temporary barricades and fencing
- Designating site entrances and exits
- Finalizing paths of ingress and egress
- Identifying staging areas, and setting up the site office
- Post all necessary site signage including wayfinding and safety signage prior to the work commencing



SCHEDULING

- Reed will use Lean Construction Methods to plan and execute a collaborative schedule
- Use of pull planning to determine the schedule for just-in-time deliveries, major activities, and any pre-planning needs
- Finalize key milestones within our construction schedule
- Once work commences, we will prepare and distribute a three-week look ahead schedule



RECORD KEEPING

- Conduct weekly OAC meetings and provide detailed meeting minutes with clear action items for all team members
- Utilize Procore to distribute daily reports to OAC team
- All change requests will be based on trade partner pricing and will be reviewed by Reed prior to submission



CLOSEOUT

- As-built drawings, maintenance manuals, and warranty letters will be delivered no later than four weeks after completion of the contracted work
- Coordinate training of your personnel for new systems and equipment
- Organize all stock items and materials
- Provide all signed permits and certificates of occupancy



PROJECT APPROACH SCHEDULING

We leverage our schedule management to meet the highest standards of quality and cost. Reed utilizes different strategies to ensure the project is the most cost efficient and completed on time if not early.



PULL PLANNING

Reed will utilize interactive "Pull Plan" scheduling in order to ensure that the entire project team are tracking major milestone dates, which impact critical path of project delivery. We believe that collaboration is a key driver to success and it takes the owner, contractor, subcontractors and vendors to align their needs to produce a great scheduling strategy.

PREFABRICATION

Based on the BIM design, we will have the ability to utilize prefabrication of materials such as ductwork, mechanical piping, conduit raceways, etc. We will GPS locate hangers and supports prior to material being installed in order to expedite the schedule.

BIM DESIGN

BIM Design & Coordination: By utilizing BIM (3D Modeling) Design and Coordination we can ensure that all major trade including MEP FP, Steel and Equipment are conflict free prior to construction start. By running clash detection and prioritizing access points/zones, we can make sure all infrastructure is installed without any interference to important access points such as shut off valves, junction boxes, VAV boxes, etc.

PROCUREMENT

By releasing strategic trade partners early we can get ahead of long lead items to ensure they do not impact the critical path. Populating a procurement log with delivery dates will help monitor and ensure material is showing up on time. If lead time issues arise we can explore alternative materials and expediting options to make sure the schedule is maintained.

PROJECT APPROACH QA/QC

Reed is committed to quality. Our objective is to safely deliver 100% complete construction projects that meet all contract and customer expectations the first time, every time.

Quality Control & Quality Assurance

Our commitment to quality means:

- Every employee is responsible for fully implementing and complying with all provisions of the quality system.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We stand behind our work. We inspect every project task to assure conformance to the project requirements. Should problems be found, we correct them.
- We are always improving. All employees receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our trade and supplier partners, and ourselves.

A large-scale industrial construction site, possibly an oil rig or offshore platform. In the foreground, a worker wearing a white hard hat, safety glasses, and a high-visibility orange vest with reflective yellow stripes is looking towards the structure. The background shows complex steel frameworks, ladders, and a crane. A semi-transparent red box is overlaid on the left side of the image, containing text.

PROJECT APPROACH SAFETY

Our commitment to safety is ensured through continual training, accountability and thorough planning to identify and minimize the hazards and risks of major operations while improving quality and efficiency.

JOBSITE SAFETY

We ensure the highest safety standards are met by:

- All work being conducted is per OSHA standards and guidelines
- Conducting project-specific safety hazard and site condition assessments
- Regular safety QAQC inspections
- Require site & safety orientation for every worker - hard hat sticker upon completion
- Enforce weekly safety toolbox talks
- Develop a project & site specific safety plan
- Third Party safety inspection & reporting
- Reed committed to hosting Safety Stand-Down meeting for entire project team

Reed Affiliates **UNION STATUS**

Reed Construction provides general contracting oversight to various projects throughout the country which employs both union and non union workers to be completed.



Reed Construction is proud to be a union general contractor and values the relationships we have developed over our many years in business with multiple unions in Illinois and across the country.





PROJECT EXPERIENCE



Centennial Park West Concert Venue



Project Location

Orland Park, IL

Client

Village of Orland Park

Architect

WIGHT & COMPANY

Project Value

\$3,500,000

Contract Type:

Lump Sum

Services Provided:

General Contractor

Schedule:

Ongoing

Work Completed

- 9,752 SF
- Ground-up pavilion and stage
- Structural steel framing
- Exposed structural steel
- Outdoor finishes to protect for the elements
- Site grading
- MEP installation
- Concrete curbs and gutters
- Retaining wall installation
- Tree trasnplanting
- Restrooms

Scope

Reed Construction was selected to build the new Centennial Park West Concert Venue for the Village of Orland Park. The venue will host the summer concert series as well as a host of other events in teh village.



Silver Cross Hospital CVOR Expansion



Project Location
New Lenox, IL

Client
Silver Cross Hospital

Architect
Eckenhoff Saunders
Architects
312.786.1204

Project Value
\$17,900,000

Contract Type:
GMP

Services Provided:
Preconstruction Manager,
General Contractor

Schedule:
20 months

Work Completed

- 97,000 SF seven-story hospital expansion
- 3 state-of-the-art cardiovascular ORs, PACU space, expansion of the sterile processing unit and dedicated mechanical and electrical systems
- Included the addition of three elevators
- Followed a full BIM design and coordination in a fast-paced, 20 month, multi-phased schedule

Scope

Reed Construction was selected to complete Silver Cross Hospital's 97,000 SF CVOR and NICU addition. This project was a seven-story addition to the existing hospital, including a full basement.



Lake Behavioral Health Facility



Project Location

Waukegan, IL

Client

US HealthVest
Miro Petrovic
214.243.5565

Architect

Legat Architects
312.258.9595

Project Value

\$26,000,000

Contract Type:

GMP

Services Provided:

Preconstruction Manager,
General Contractor

Schedule:

11 Months

Work Completed

- 90,000 SF Expansion
- LEEN Construction
- BIM Technology
- Pull Plan Scheduling and Prefabrication for increased productivity and shorter schedule

Scope

The expansion of the Lake Behavioral Hospital in Waukegan allows the health system to provide services on a broader scale for long-term inpatient care, and the proper measures to keep them safe. The expansion spans 90,000 square feet and is four stories high.





INSURANCE





Certification

The Contractor Score is an empirical tool derived from the contractor's documented and verified information. It is based on objective calculations without subjectivity or bias. The main goal of Contractor Score is to provide a concise gauge whereby customers may evaluate the short-term liquidity and management capacity of the contractor relative to its own needs. It is not a bond nor guarantee of performance. The emphasis is on liquidity, working capital, leverage and profitability of the most recent fiscal year and fiscal quarter as it relates to the existing backlog. Available funds contributing to the liquidity may be internal or external.

Reed Construction

600 W. Jackson Blvd.
Chicago, IL 60661

Has a Contractor Score of

2500*

Effective Date as of Latest Financial Statements Submitted

September 30, 2022

0 – 350 Weak 350 – 650 Fair 650 – 1000 Good Over 1000 Excellent

Contractor Score GENERAL DISCLAIMER

This financial information has been prepared by CONTRACTOR SCORE for the purpose of providing interested parties with general information about the Company. The data included was derived from the books and records of the Company. Although such information is believed to present fairly the history and business of the Company, CONTRACTOR SCORE does not make any representation as to the completeness or accuracy of the contents of these financial metrics. CONTRACTOR SCORE, specifically, is only calculating data provided to CONTRACTOR SCORE by the Company. CONTRACTOR SCORE has, in no manner, attempted to verify the information provided to them.

Parties wishing to pursue business with the Company shall be responsible for the verification of any information upon which they may make any decisions.

The underlying financial information to Contractor Score is treated as confidential. The recipient shall use such information only for the purpose of evaluating conduction of business with the Company and not in any manner or for any purpose adverse to the interests of the Company. Contractor Score is in no way a guarantee of the company's future performance.

*Represents the maximum Contractor Score. The actual ContractorScore will be equal to or exceed 2500



July 22, 2022

To Whom It May Concern,

RE: Reed Construction

Reed Construction is a valued client of Assurance, a Marsh & McLennan Agency LLC company. Bonds for Reed Construction are written through Great American Insurance Company, located at 301 E. 4th St., Cincinnati, OH 45202 which is rated A+ (superior) with a financial strength rating of Class XIV. Our federal treasury limit for surety bonds is \$305,096,000

We regard Reed Construction as a highly qualified organization, which has demonstrated the ability to perform difficult projects in an admirable manner. Great American Insurance Company has the utmost confidence in the management of Reed Construction and its financial strength to support its endeavors.

Our single and aggregate level of support for them at this time is \$60,000,000 single/ \$175,000,000 aggregate.

Currently, it is the intention of Assurance to provide performance and payments bonds in accordance with Virginia law. Please remember each project is underwritten on its own merit and subject to normal underwriting guidelines including but not limited to; acceptable term, conditions, confirmation of financing, and bond forms required. Please understand that any arrangement for bid or final bonds is a matter between the contractor and Great American as their Surety. We assume no liability to third parties or to you if for any reason we do not execute any bid or final bonds.

Assurance, a Marsh & McLennan Agency LLC company as the agent for Reed Construction is located at 20 N. Martingale Road, Schaumburg, IL 60173.

Sincerely,

A handwritten signature in black ink, appearing to read "William Reidinger".

William Reidinger
Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **EIGHT**

No. 0 21495

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KAREN E. BOGARD	WILLIAM REIDINGER	ALL
HINA AZAM	JOSEPH HALLERAN	\$100,000,000
DONNA M. TYLER	MATTHEW V. BUOL	
REBECCA R. ALVES	THOMAS GREEN	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **11TH** day of **NOVEMBER**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, 2021



My L C B

Assistant Secretary



REFERENCES



REFERENCES

US HEALTHVEST

Miro Petrovic
Executive Vice President
32 E. 57th Street, 17th Fl
New York, NY
212.243.5565

ECKENHOFF SAUNDERS ARCHITECTS

130 E Randolph
St Suite 1850
Chicago, IL 60601
312.786.1204

BKA ARCHITECTS

Jeff Carrara
Associate
142 Crescent Street
Brockton, MA
617.530.1320



David Hesser, Project Manager
dhesser@reedcorp.com | 312.943.8100

WWW.REEDCORP.COM



Reed
CONSTRUCTION



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Reed Construction
600 W. Jackson Blvd., Ste. 800
Chicago, IL 60661

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
Mailing Address for Notices

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

24-014 - CPAC Modernization Phase 1

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 6th day of June, 2024.



(Witness)



(Witness) John W. McGuire

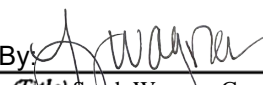
Reed Construction

(Principal)

(Seal)



By:



(Title) Sarah Wagner, Controller

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:



(Title) William Reidinger, Attorney-in-Fact



Bond Number: Bid Bond

Obligee: Village of Orland Park

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William Reidinger**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of June, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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(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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Marissa Nielsson PHONE (A/C. No. Ext): (847) 463-7862 E-MAIL ADDRESS: Marissa.Nielsson@MarshMMA.com	FAX (A/C. No): (847) 440-9123	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Reed Construction 600 W. Jackson Blvd, 8th Floor Chicago IL 60661	INSURER A : Hartford Insurance Co of the M		37478
	INSURER B : Trumbull Insurance Company		27120
	INSURER C : Hartford Casualty Insurance Co		29424
	INSURER D : Hartford Fire Insurance Compan		19682
	INSURER E : Hartford Insurance Company of		38261
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 281430139 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			83UEAAF3964	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<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			83UEAAF3963	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83RHAAF3923	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
E	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	N/A	83WEAAS2KY1	7/1/2023	7/1/2024	<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
D	Leased & Rented Equipment Contractor's Equipment			83UUAAF3934	7/1/2023	7/1/2024	Limit/Deductible: Per Item: Max Limit:	\$250,000/\$2,500 \$50,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB NAME: CPAC Modernization Project - Phase 1
 JOB ADDRESS: 14650 S. RAVINIA AVE, ORLAND PARK, IL 60462

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

1. 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.
 See Attached...

CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Ave. 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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Reed Construction 600 W. Jackson Blvd, 8th Floor Chicago IL 60661	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

1. Village of Orland Park
2. Reed Construction



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WEA AS2KY1

Endorsement Number:

Effective Date: 7/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: REED CONSTRUCTION

600 W JACKSON BLVD FL 8
CHICAGO IL 60661

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – OPTION V

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II — WHO IS AN INSURED, Paragraph 6.
Additional Insureds When Required by Written Contract, Written Agreement or Permit,
Subparagraph f. **Any Other Party** is deleted and replaced with the following:

A. Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph **(1)**, **(2)**, or **(3)** below, whichever applies:

(1) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured – Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or

(2) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

b. Either or both of the following: the Additional Insured — Owners, Lessees

or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by "your work" to which the "written contract" applies.

B. The insurance afforded to the additional insured under this endorsement:

(1) Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of the "written contract"; and

(c) Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and

(d) Only to the extent permitted by law; and

(e) Will not be broader than that which the "written contract" requires.

C. The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:

(1) This insurance does not apply to "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, designs or specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (7) When You Add Others As An Additional Insured To This Insurance is deleted and replaced with the following:

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

(a) Primary Insurance

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

(b) Primary And Non-Contributory To Other 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:

- (i) The additional insured under this endorsement is a Named Insured under such other insurance; and
- (ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. With respect to insurance provided to the person or organization that is an additional insured under this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and non-contributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

F. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the "written contract" specifically requires such coverage be provided for the additional insured. If additional insured coverage during the "products-completed operation hazard" is required by the "written contract", then such coverage will be provided for either:

- (1) The number of years as required by the "written contract", but in no event greater than the applicable state's statute of repose; or
- (2) If the "written contract" is silent on the number of years required for "products-completed operations coverage", then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.

G. Only for the purpose of this endorsement, "written contract" means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:

- a. The "bodily injury", "property damage" or "personal advertising injury" is caused by an "occurrence" or offense during the policy period; and
- b. The "written contract" was executed prior to the inception of the policy period and in effect during such "bodily injury", "property damage" or "personal advertising injury".

All other terms and conditions in the policy remain unchanged.

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"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".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. 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.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

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

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

TRADE COST SUMMARY

Project Name:	Orland Park CPAC Modernization	Date:	5/15/2024
Project Address:	15600 West Avenue	NRSF (+/-):	8,690
	Orland Park, IL 60462	Site SF (+/-):	256,000
Architect:	Tria Architecture	Bid Type:	Competitive

CSI Code	Trade Description		Trade Cost	\$/SF
01-0000	General Requirements	\$	21,640	\$ 2.49
01-6000	Allowances	\$	420,000	\$ 48.33
02-4100	Demolition	\$	69,150	\$ 7.96
03-3000	Concrete	\$	56,500	\$ 6.50
04-0000	Masonry	\$	7,000	\$ 0.81
06-1000	Rough Carpentry	\$	23,140	\$ 2.66
08-8000	Glass & Glazing	\$	40,000	\$ 4.60
09-6700	Sealed Concrete	\$	5,200	\$ 0.60
09-9000	Painting & Wallcoverings	\$	21,700	\$ 2.50
10-2800	Misc. Specialties	\$	144,634	\$ 16.64
22-0100	Plumbing	\$	4,700	\$ 0.54
26-0100	Electrical	\$	478,500	\$ 55.06
32-3100	Fencing	\$	483,000	\$ 55.58
32-9000	Landscaping	\$	67,553	\$ 7.77
Total Direct Costs		\$	1,842,717	\$ 212.05
	General Conditions	\$	80,950	\$ 9.32
	Permit Fee's	\$	18,427	\$ 2.12
	P&P Bond	\$	20,224	\$ 2.33
	Insurance	\$	15,537	\$ 1.79
	Overhead & Profit	\$	17,145	\$ 1.97
Alternates:	Total	\$	1,995,000	\$ 229.57

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