

BIDDER SUMMARY SHEET
ITB #25-049
Tinley Creek Streambank Stabilization, Construction

Business Name: Copenhaver Construction, Inc.

Street Address: 17622 Depot Street

City, State, Zip: Union, IL 60180

Contact Name: Ken Copenhaver

Title: President

Phone: 847-428-6696 Fax: 847-428-6798

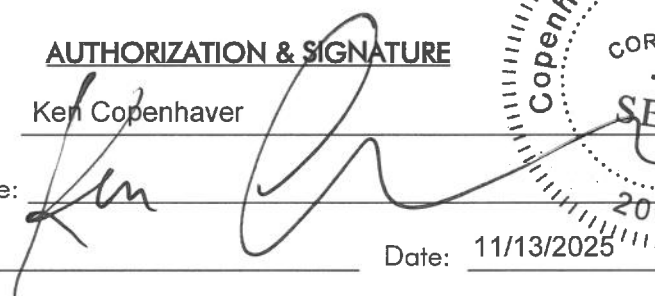
E-Mail address: copenhaverinc@yahoo.com

Price Proposal

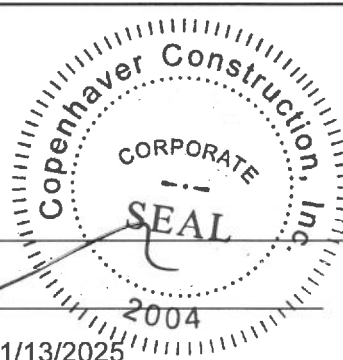
GRAND TOTAL BID PRICE \$ 5,696,847.00

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Ken Copenhaver

Signature of Authorized Signee: 

Title: President Date: 11/13/2025



 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 Ken Copenahver
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Copenhaver Construction, Inc.
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: 20-0767838
(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 2004
(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 ☐	Small Business ☐ (SBA standards)
Women-Owned ☐	Prefer not to disclose ☐
Veteran-Owned ☐	Not Applicable ☒
Disabled-Owned ☐	

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 ☒
Disabled-Owned ☐	

3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes ☒ No ☐

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

4) **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.

5) **SEXUAL HARASSMENT 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."

6) **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.

7) 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.

8) **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT:** Yes ☒ No []

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.). If awarded the Contract, per 820 ILCS 130 et seq. as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Bidder shall maintain full compliance with its requirements.

9) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes ☒ No []

As of September 16, 2025, in the manner and to the extent required by 1-16-7 (Construction Bidding and Contracts) of the Village Code, this RFP is subject to the Responsible Bidder Ordinance requirements for Village public works projects with a value of \$25,000 or more. Each bidder/proposer must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

- (1) Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years;

Bidder/Proposer meets all of the requirements noted above as well as participates in apprenticeship and training programs applicable to the work to be performed on the project, with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years and has attached certifications and supporting documents as proof.

Name of A&T Program: See listing below.

Brief Description of Program: Cement Masons' Union Local 502, Northern Illinois Plasterers & Cement Masons JATC Local 11 Joint Apprenticeship Training Program, Heavy Equipment Technician Operating Engineers Local 150, AFL-CIO Brothers Chicagoland Paving Contractors, Inc., LiUNA Chicagoland Laborers District Council Training and Apprenticeship Fund.

Applicable Trades Covered by Apprenticeship Programs: Cement Mason, Heavy Equipment Operators, Paving, and Labors

10) **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

Ken Copenahver

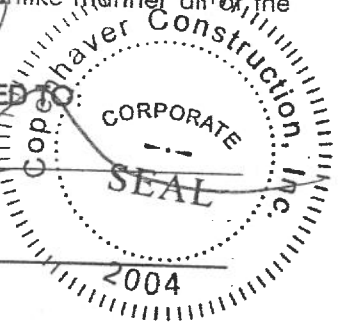
Name of Authorized Officer

President

Title

11/13/2025

Date



REFERENCES

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

Bidder's Name: Copenhaver Construction, Inc.

(Enter Name of Business Organization)

1. ORGANIZATION

See Attached References

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

2. ORGANIZATION

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT

3. ORGANIZATION

ADDRESS

PHONE NUMBER

CONTACT PERSON

YEAR OF PROJECT



17622 Depot Street, Union, IL 60180 Phone (847) 428.6696 Fax (847) 428.6798 Copenhaverinc@yahoo.com

Project References

Pond and River Dredging/Shoreline Stabilization

Cary, McHenry County Conservation District, The Hollows Lake Atwood Access Improvement
Cost: \$764,417.00

Project: Earthwork, clearing and grubbing, removals: gabion baskets, asphalt and concrete, aggregate base course, new asphalt parking lot and two trail spur paths, concrete bin blocks for shoreline stabilization, kayak ADA accessible pier and bulkhead, fishing pier and bulkhead, solar lighting, concrete benches, pavement markings, kiosk bulletin cases, erosion control and restoration improvements, native seed turf mix, prairie restoration prairie seed mix, fine grading for landscape areas, earth export, trees, interpretive sign, various signage,

Contact: Jennifer Oliver 815-575-7435 joliver@mccdistrct.org

Completion: May 2025

Fox Lake/Lakefront Park Expansion and Reconstruction

Cost: \$9,481,025.00

Project: Project consists of the reconstruction and expansion of Lakefront Park, a lakefront property on Nippersink Lake in the Village of Fox Lake. Site preparation includes the removal of Nippersink Road within the project limits. Park improvements include removals and grading, roadways and parking lots, sanitary and storm sewer utilities, electrical, site lighting, outdoor shower and drinking fountains, walking paths, site furnishings, playgrounds, installation of site structures, construction of restroom with Romtec building, splash pad, construct Polygon band shelter, Polygon shade structure, swimming beach, and landscape work. Earthwork, demolition for site preparation, survey & layout, clearing & grubbing, tree removal, concrete vehicular and pedestrian pavements, curb and gutter, ADA ramps and warnings, permeable unit pavers, integral color concrete paving, poured in place surfacing, natural stone flagstone paving, wood deck paving, steps and terraces, sand paving, pickleball court, volleyball court, CIP concrete seat walls, site walls, planter walls, stone steps and outcropping boulders, HMA parking lots and interior driveways, striping, signage, ornamental fence and gates, wood split rail fence, handrails, pedestrian kiosks, ornamental trees, shrubs, perennials, native planting seeding, bike racks, receptacles, top lit flagpole, benches

Contact: Harlan M. Dolan, P.E. IMEG 847-833-1214 harlan.m.dolan@imegcorp.com

Completion: August 2024

Mt. Prospect/Kensington Business Park Basin #2 Dredging Project

Cost: \$174,025.73

Project: 1,633 SY Shoreline stabilization, excavation, erosion control, seeding, precast concrete flared end sections, riprap outlet protection, water management special, temporary fence, topsoil excavation and placement.

Contact: Martin Lattner, P.E. mlattner@mountprospect.org (847)870-5640

Start: June 2024

Completion: September 2024

Fox Lake/Boating Access Improvements

Cost: \$377,013.35

Project: 8,000 CY Shoreline stabilization and harbor dredging, stone riprap, slope toe protection, shoreline stabilization and shaping, seeding class 4A special, clearing and grubbing, sediment control silt curtain, amended soil rooting medium, boat post removal.

Contact: Gewalt Hamilton, Dan Strahan, Engineer, dstrahan@gha-engineers.com (847)226-9335

Start: November 2021

Completion: April 2022

Fox Lake/Fox Waterway Agency - 2019 Site Improvements

Cost: \$513,175.00

*****APWA Award 2020 Project of the Year*****

Project: Metal Seawall, Interlocking Type Z steel sheet piling, excavation, bank stabilization, CIP Concrete Wharf, CIP boat ramp removal and replacement, precast concrete boat ramp planks, concrete pad removal and replacement, site lighting and electrical improvements, erosion control, riprap, site restoration.

Contact: Rob Bowman - Fox Waterway Agency, (847) 587-8540 x 110 rob@foxwaterway.com

Contact: Alex Dye - Trotter and Associates, P.E. (715) 577-1777 a.dye@trotter-inc.com

Completion: June 2020

Lake County Division of Transportation, Washington Street Shoreline Stabilization, Carpentersville

Cost: \$191,697.00

Project: Shoreline stabilization (800 LF) Gabion wall installation, drainage, cofferdams, vegetated concrete erosion control mat installation, earth excavation, porous granular backfill, stone riprap installation.

Contact: Robert Gibbons, 224-246-3909

Completion: May 2019

Village of Addison/Westwood Creek Dam and Pump Station-Forebay & Spillway Restoration

Cost: \$418,000.00

Project: Westwood Creek dredging of approx. 3,000 CY of sediment and disposal of the dredged spoils in an upland offsite disposal area, remove invasive tree species, wetland restoration, geo-grid, clean fill, site restoration, testing, surveying.

Contact: Rick Federighi, Village of Addison – Public Works, (630)620-2020 rfederighi@addison-il.org

Contact: Christopher B. Burke Engineering, William Schultz, Engineer, wschultz@cbbel.com (847) 417-7502

Completion: April 2020

Lake County Division of Transportation, Washington Street Channel Restoration

Cost: \$191,697.00

Project: Gabion wall installation, drainage, cofferdam, vegetated concrete erosion control mat installation, earth excavation, porous granular backfill, stone riprap, cofferdam (5 locations), tree removal and new tree installation, finish landscaping.

Contact: Robert Gibbons, 224-246-3909, rgibbons@lakecountyil.gov

Completion: May 2019

Carpentersville, Washington Street & Spring Street Culvert Improvements

Cost: \$1,097,272.00

Project: Installation of three-sided precast concrete structure, 24' x 10' at Washington St. over Carpenter Creek, a 12' x 5' Precast Concrete Box Culvert over Carpenter Creek, creek channel improvements, CIP end sections, wingwalls and headwalls; Path and sidewalk construction, roadway pavement, pedestrian bridge installation, relocate existing stone block retaining wall, channel widening and foundation construction for Fox River Trail Bridge and Washington St. structure. Storm sewer, sanitary sewer, and water main relocation.

Contact: Scott Symonds, P.E. H.R. Green, Inc. (815) 509-3692

Completion: May 2018 Village of Buffalo Grove, Buffalo Creek Restoration

Cost: \$279,179.00

Project: Streambank stabilization of (1,500 LF), slope regrading, install three J-hook riffle structures and one cross vane, installation of stone toe protection and vegetated geogrid, and a twenty (20) foot wide native vegetation buffer along with erosion control matting adjacent to the stream that will total 1.5 acres. Received APWA Lake Branch Project of the Year Award for Environment January, 2020.

Contact: Darren Monico, P.E. Village Engineer (847) 459-2523

Completion: November 2018

Palatine Park District, Salt Creek Streambank Stabilization – Willow Wood Park

Cost: \$171,540.00

Project: Streambank stabilization, gabion walls 4.5'-6'-7.5'-9', dewatering/cofferdam, pipe culverts, stone riprap, heavy duty erosion control, silt curtain, split rail fence, finish landscaping.

Contact: Ed Tynczuk, Palatine Park District, Superintendent of Parks & Planning (847)991-0333

Completion: April 2015

CDB #102-311-094/Illinois Beach State Park, Zion Shoreline Stabilization Project

Cost: \$1,370,419.06

Project: Dredging of Lake Michigan, approx. 33,000 cubic yards and furnish and install Armor Stone rock barrier wall, CDB Contract #14-0569-81

Contact: Justin Jessogne, P.E. jjessogne@patrickco.com

Contact: Jim Underwood, CDB Executive Director, (217) 782-2864

Completion: 2014

City of Naperville/River Walk Renovation Phase 1

Cost: \$1,543,570.00

Project: Dredging DuPage River, GEO TECH Installed, Seawall Installation, retaining walls, irrigation, cofferdams, dewatering, riprap, concrete, brick pavers, landscaping, fencing, and stone masonry.

Contact: Bill Novak, P.E., (630) 918-5223 novakb@naperville.il.us

Completion: 2014

City of Bensenville – A Lamp Concrete/2010 Streambank Stabilization

Cost: \$2,200,187.00

Project: Gabion walls 3', 6', & 9' high (3,150LF), rock toe (3,150lf), bypass pumping, excavation

Contact: Phil Hurst, P.E. Civil Tech Engineering, (630) 417-4503 phurst@civiltechinc.com

Completion: July 2013

IDOT 40 Contract 60J08/Four Locations Kane/Cook Counties

Cost: \$1,264,110.00

Project: Des Plaines River dredging and excavation, cofferdam installation, rip rap installation in water, gabions/stabilization, and dewatering, by-pass pumping.

Contact: Iggy Bangash (847) 846-4328, lgbal.Bangash@illinois.gov

Completion: April 2012

Village of Mt. Prospect/Kensington Business Park Retention Basin #7 Dredging

Cost: \$161,432.70

Project: Retention Basin Dredging, Business Park Basin #7.

Contact: Donna Brown, P.E. Public Works, (847) 870-5640 dbrown@mountprospect.org

Completion: 2012

Village of Mt. Prospect/Kensington Business Park Retention Basin #4 Dredging

Cost: \$154,000.00

Project: Retention Basin Dredging, Business Park Basin #4.

Contact: Donna Brown, P.E. Public Works., dbrown@mountprospect.org

Completion: 2011

Fox Waterway Agency/Ackerman Island

Cost: \$ 467,000.00

Project: Fox Lake Dredging and shoreline stabilization, weir structures, restoration, earth excavation, concrete, and landscaping. (2008 APWA Lake Branch Project of The Year Award)

Contact: Christine Pierson (847) 220-0810

Completion: 2008

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Copenhaver Construction, Inc.
17622 Depot Street
Union, IL 60180

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S. Ravina Ave.
Orland Park, IL 60462

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787-0001

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, Illinois 60515

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)

Tinley Creek Streambank Stabilization

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 13th day of November, 2025

Rosie Simarano

(Witness) Rosie Simarano

Alexa K. Costello

(Witness) Alexa Costello

Copenhaver Construction, Inc.

(Principal)

(Seal)

By:

(Title)

Ken Copenhaver - President

Frankenmuth Insurance Company

(Surety)

(Seal)

By:

(Title)

Martin Moss

Attorney-in-Fact

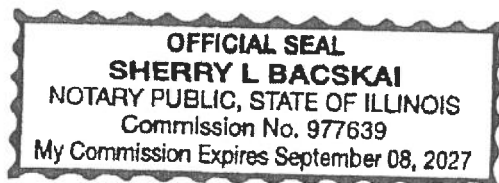


State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

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

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 13th day of November, 2025.





Notary Public Sherry L. Bacskai

My Commission expires: September 8, 2027

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: **Martin Moss**

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

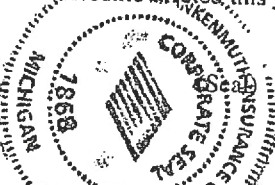
Fifty Million and 00/100 Dollars (\$50,000,000)

Surety Bond #: Bid Bond
Principal: Copenhagen Construction, Inc.
Obligee: Village of Orland Park

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



STATE OF MICHIGAN)
COUNTY OF SAGINAW)

ss:

Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

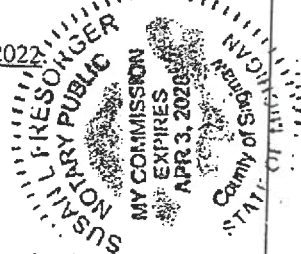
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 13th day of November, 2025.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



ORLAND PARK

ADDENDUM #5 - Unit Price Sheet

ITB #25-049

Tinley Creek Streambank Stabilization, Construction

rees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the PROJECT in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	CONSTRUCTION ACCESS AND RESTORATION	1	LSUM	\$ 145,000.00	\$ 145,000.00
2	PRE-CONSTRUCTION VIDEO RECORDING	1	LSUM	\$ 8,000.00	\$ 8,000.00
3	PRE-CONSTRUCTION/POST CONSTRUCTION SANITARY SEWER TELEVISION	1	LSUM	\$ 20,000.00	\$ 20,000.00
4	CONSTRUCTION LAYOUT	1	LSUM	\$ 85,000.00	\$ 85,000.00
5	IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL ANALYSIS	1	LSUM	\$ 8,000.00	\$ 8,000.00
6	STABILIZED CONSTRUCTION ENTRANCE	1	LSUM	\$ 20,000.00	\$ 20,000.00
7	CLEARING AND GRUBBING	16,700	SY	\$ 7.00	\$ 116,900.00
8	TREE PROTECTION FENCE	923	LF	\$ 10.00	\$ 9,230.00
9	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	4,509	IN	\$ 59.00	\$ 266,031.00
10	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1,943	IN	\$ 60.50	\$ 117,551.50
11	STORM DRAIN OUTLET MODIFICATION	52	EA	\$ 1,200.00	\$ 62,400.00
12	EXISTING OUTFALL RESTORATION (12" - 21")	19	EA	\$ 2,500.00	\$ 47,500.00
13	EXISTING OUTFALL RESTORATION (24" and 32x52 outlet)	3	EA	\$ 4,000.00	\$ 12,000.00
14	EXISTING OUTFALL RESTORATION (48x66 outlet)	1	EA	\$ 15,000.00	\$ 15,000.00
15	24" CONCRETE FES	1	EA	\$ 5,000.00	\$ 5,000.00
16	18" CONCRETE FES	1	EA	\$ 3,500.00	\$ 3,500.00
17	15" CONCRETE FES	2	EA	\$ 3,000.00	\$ 6,000.00
18	12" CONCRETE FES	1	EA	\$ 2,500.00	\$ 2,500.00
19	TREES	1,000	EA	\$ 800.00	\$ 800,000.00
20	SHRUBS	250	EA	\$ 200.00	\$ 50,000.00
21	SEEDING (BROAD SPECTRUM SEED MIX)	11,182	SY	\$ 7.00	\$ 78,274.00
22	ROCK VANE INSTALLATION	10	EACH	\$ 12,000.00	\$ 120,000.00
23	SHEET PILE WALL INSTALLATION	58	LF	\$ 3,440.00	\$ 199,520.00
24	GABION BASKET BANK STABILIZATION (3 FEET TALL)	10	LF	\$ 390.00	\$ 3,900.00
25	GABION BASKET BANK STABILIZATION (4.5 FEET TALL)	476	LF	\$ 397.00	\$ 188,972.00
26	GABION BASKET BANK STABILIZATION (6 FEET TALL)	1,081	LF	\$ 720.00	\$ 778,320.00
27	GABION BASKET BANK STABILIZATION (7.5 FEET TALL)	303	LF	\$ 830.00	\$ 251,490.00
28	GABION BASKET BANK STABILIZATION (9 FEET TALL)	1	LF	\$ 3,000.00	\$ 3,000.00
29	PULL BACK SLOPES	5,867	LF	\$ 29.00	\$ 170,143.00
30	SOLDIER PILE WALL	120	LF	\$ 3,775.00	\$ 453,000.00
31	SUPPLEMENTAL STONE	358	LF	\$ 97.00	\$ 34,726.00
32	STONE TOE STABILIZATION	2,275	LF	\$ 62.00	\$ 141,050.00
33	STONE BANK STABILIZATION	530	SY	\$ 158.00	\$ 83,740.00
34	REMOVE EXISTING FENCE AND REPLACE IN-KIND	1,070	LF	\$ 65.00	\$ 69,550.00
35	REMOVE EXISTING RETAINING WALL	970	LF	\$ 35.00	\$ 33,950.00
36	RELOCATE EXISTING SHED	4	EACH	\$ 2,000.00	\$ 8,000.00
37	PERIMETER EROSION BARRIER	1,000	LF	\$ 5.00	\$ 5,000.00
38	CONSTRUCTION FENCE	13,480	LF	\$ 7.00	\$ 94,360.00
39	SIDEWALK REMOVAL AND REPLACEMENT	220	LF	\$ 75.00	\$ 16,500.00
40	SITE DEWATERING	1	LSUM	\$ 730,000.00	\$ 730,000.00
41	AS-BUILT DRAWINGS	1	LSUM	\$ 1,000.00	\$ 1,000.00
42	MAINTENANCE AND MONITORING	3	YEAR	\$ 25,000.00	\$ 75,000.00
*GRAND TOTAL BID PRICE				\$	5,339,107.50

*Please enter Total Cost on Bidder Summary Sheet

Proposer: Ken Copenhaver
Firm Name: Copenhaver Construction, Inc.
Signed: [Signature]
Title: President

Dated: 11/13/2025



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold** type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> 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	<u>LIABILITY UMBRELLA</u> (Follow Form Policy) ☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate ☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ☒ Other: \$5,000,000 Each Occurrence/Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
<u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.	<u>PROFESSIONAL LIABILITY</u> ☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed \$50,000 without prior written approval
<u>GENERAL LIABILITY</u> (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	☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction
<u>ADDITIONAL INSURED ENDORSEMENTS:</u> (Not applicable for Goods Only Purchases) • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$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
	☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage
	☐ <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)

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.

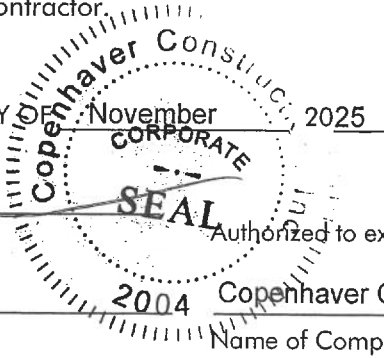
Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in 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 13th DAY OF November 2025

Signature

Ken Copenhaver, President

Printed Name & Title



Authorized to execute agreements for:

Copenhaver Construction, Inc.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2025

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
Hub International Midwest West
1411 Opus Place
Suite 450
Downers Grove IL 60515

CONTACT NAME: CSU Construction

PHONE (A/C, No, Ext): 630-468-5600

FAX (A/C, No): 630-468-5696

E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : United States Fire Insurance Company

21113

INSURER B : North River Insurance Company

21105

INSURER C : ICW Group

27847

INSURER D :

INSURER E :

INSURER F :

INSURED
Copenhaver Construction Inc.
17622 Depot Street
Union IL 60180

COPECON-02

COVERAGES

CERTIFICATE NUMBER: 978891382

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	506-919386-7	7/8/2025	7/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	506919386-7	7/8/2025	7/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	582131111-4	7/8/2025	7/8/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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	Y	WIL508508800	7/8/2025	7/8/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Orland Park Tinley Creek Streambank Stabilization

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability & Worker's Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form of underlying General Liability, Auto Liability & Employer's Liability.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park IL 60462

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 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

SCHEDULE

- | | |
|---|--|
| 1. Broadened Insured Status | 14. Audio, Visual, And Data Electronic Equipment |
| 2. Blanket Additional Insured When Required Under Written Contract | 15. Loan/Lease Payoff Coverage |
| 3. Employee Hired Autos Liability Coverage | 16. Airbag Coverage |
| 4. Employees As Insureds | 17. Multiple Deductible Protection – Covered "Auto" And Trailer |
| 5. Coverage Extensions – Supplementary Payments | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss |
| 6. Limited Fellow Employee Coverage | 19. Non-Owned Auto Waiver Of Subrogation |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration | 21. Coverage Territory – Short Term Hired Commercial "Autos" |
| 9. Extended Towing Coverage | 22. Limited Mexico Coverage |
| 10. Glass Breakage | 23. Unintentional Failure To Disclose Hazards |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles | 24. Mental Anguish Resulting From "Bodily Injury" |
| 12. Extra Expense – Stolen Vehicles | 25. Waiver Of Sovereign Immunity |
| 13. Personal Effects Coverage | 26. Application Of This Endorsement |

1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
 - a. A joint venture or partnership; or
 - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

3. Employee Hired Autos Liability Coverage

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

4. Employees As Insureds

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

5. Coverage Extensions - Supplementary Payments

Paragraphs a.(2) and a.(4) under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

6. Limited Fellow Employee Coverage

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

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

7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

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.

8. Custom Signs And Decoration

The following is added to Paragraph A. Coverage 1. under SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

9. Extended Towing Coverage

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension 9. applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension 9. to apply.

The following is added to Paragraph A.2. Towing under SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

10. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph A.3. Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION III – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless

a lower deductible is shown on the declarations page for this coverage.

11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles

A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:

Paragraph a. Transportation Expenses under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

B. If The Covered "Auto" Has Collision Physical Damage Coverage:

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

12. Extra Expense - Stolen Vehicles

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

13. Personal Effects Coverage

Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

Personal Effects Coverage

1. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto."
2. Subject to Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

14. Audio, Visual, And Data Electronic Equipment

The sub-limit in Paragraph C.2. of the Limit of Insurance Provision of SECTION III- PHYSICAL DAMAGE COVERAGE is increased to \$1,500.

15. Loan/Lease Payoff Coverage

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

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

This coverage is limited to a maximum of \$1,500 for each covered "auto".

16. Airbag Coverage

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension 16. applies to that covered "auto".

The following is added to Subparagraph 3.a. under Paragraph B. Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

17. Multiple Deductible Protection – Covered "Auto" And Trailer

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension 17. applies to those covered "autos":

The following is added to Paragraph D. Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

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

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

A. Subparagraph 2.a. under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" 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 joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph 2.b.(2) under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" 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 joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or

5. A member, if you are a limited liability company.

19. Non-Owned Auto Waiver Of Subrogation

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

20. Blanket Waiver Of Subrogation When Required Under Written Contract

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
 - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
 - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

21. Coverage Territory - Short Term Hired Commercial "Autos"

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered "auto" of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We will also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

22. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is replaced by the following:

The insurance provided by this Provision 22 will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

23. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

24. Mental Anguish Resulting From "Bodily Injury"

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

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

25. Waiver Of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity."

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

26. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SCHEDULED AND BLANKET
ADDITIONAL INSUREDS ENDORSEMENT
WITH CONFORM TO CONTRACT PROVISION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Persons or Organizations:	Designated Projects or Locations:
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED	ANY LOCATION WHERE YOU ARE REQUIRED BY A WRITTEN CONTRACT TO ADD A PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization that you are required by "written contract" to add as an additional insured on this policy. In addition, if a person or organization is scheduled above, **Who Is An Insured** is amended to also include that person or organization as an additional insured.
- B.** The insurance provided to the additional insured is limited as follows:
1. The person or organization is an additional insured only with respect to:
 - a. 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 in the performance of your ongoing operations for the additional insured as specified in the "written contract"; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard" and caused in whole or in part by "your work" specified in the "written contract", but only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage;
 - (2) This policy provides such coverage; and
 - (3) The loss occurs within the period of time required by the "written contract" and prior to the expiration date of the policy.
 2. If the "written contract":
 - a. Specifically requires that the insurance provided to the additional insured be the equivalent of that provided by:
 - (1) Additional Insured – Owners, Lessees or Contractors, **CG 20 10 11 85**;
 - (2) Additional Insured – Owners, Lessees or Contractors (Form B), **CG 20 10 10 93**;
 - (3) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization, **CG 20 10 10 01**; or
 - (4) Additional Insured – Owners, Lessees or Contractors – Completed Operations, **CG 20 37 10 01**; or
 - b. Requires you to provide additional insured coverage arising out of your ongoing operations or "your work";
- then in Paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

3. This policy will not provide the additional insured with any broader coverage or any higher limit of insurance than the lesser of:
 - a. Coverage afforded under this policy; or
 - b. Coverage required by the "written contract".
 4. Coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether on a primary, excess, contingent or any other basis, unless the "written contract" requires that this insurance apply on a primary and non-contributory basis.
 5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. An architect's, engineer's, or surveyor's rendering of, or the failure to render any professional services, including:
 - (1) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervision or inspection performed as part of any related architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this policy.
- C. Section IV – Commercial General Liability Conditions** is amended as follows:
1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

 - (1) Give us prompt written notice of any "occurrence" or offense which may result in a claim or "suit" under this insurance, and of any actual claim or "suit";
 - (2) Except as provided in Paragraph **B.3.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this policy;
 - (3) Immediately forward all legal papers to us, cooperate with us in the investigation, defense, or settlement of the claim or "suit", and otherwise comply with the policy conditions; and
 - (4) Tender the defense and indemnity of any claim or "suit" to any other insurer whose policy may provide coverage for a loss covered under this endorsement including, but not limited to, any insurer that has issued a policy under which the additional insured qualifies as an insured; however, if the "written contract" requires this insurance to be primary and non-contributory, this provision does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
- D.** Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:
- "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
- a. Is currently in effect or becomes effective during the term of this policy; and
 - b. Was signed and executed prior to the "bodily injury" or "property damage" or "personal and advertising injury" for which coverage under this policy is sought by the additional insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- | | |
|--|---|
| 1. Expected Or Intended Injury | 16. Additional Insured – Engineers, Architects Or Surveyors |
| 2. Amended Defense Coverage For Indemnitees | 17. Additional Insured – Managers Or Lessors Of Premises |
| 3. Non-Owned Watercraft | 18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations |
| 4. Non-Owned Aircraft | 19. Broad Knowledge / Notice Of Occurrence |
| 5. Property Damage Liability – Borrowed Equipment | 20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us |
| 6. Property Damage Liability – Elevators | 21. Unintentional Failure To Disclose Hazards |
| 7. Damage To Premises Rented To You | 22. Mental Anguish, Mental Injury Or Humiliation |
| 8. Contractual Liability For Personal And Advertising Injury | 23. Mobile Equipment |
| 9. Medical Payments | 24. Waiver Of Sovereign Immunity |
| 10. Supplementary Payments | 25. Aggregate Limits Of Insurance Per Project |
| 11. Broad Form Named Insured | 26. Contractual Liability – Work Within 50 Feet Of Railroads |
| 12. Fellow Employee Coverage | 27. Primary Insurance – Additional Insureds By Written Contract |
| 13. Incidental Medical Malpractice Liability | 28. Liberalization Clause |
| 14. Newly Acquired Organizations | 29. Electronic Data Liability |
| 15. Additional Insured – Lessors Of Leased Equipment | 30. Application Of This Endorsement |

1. Expected Or Intended Injury

Exclusion a. **Expected Or Intended Injury** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is hereby deleted and replaced by the following:

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

2. Amended Defense Coverage For Indemnitees

Supplementary Payments – Coverages A And B is amended as follows:

Paragraph 2.d. under **Section I – Supplementary Payments – Coverages A And B** is hereby deleted.

Paragraph 2.e. under **Section I – Supplementary Payments – Coverages A And B** is hereby deleted and replaced by the following:

The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit”. In the event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will select and assign separate defense counsel for the indemnitee and pay reasonable attorneys’ fees and necessary litigation expenses; and

3. Non-Owned Watercraft

Paragraph (2)(a) of Exclusion g. **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is hereby deleted and replaced by the following:

(a) Less than 55 feet in overall length; and

4. Non-Owned Aircraft

Exclusion g. **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft, in which you have no ownership interest, provided:

a. It is:

(1) Loaned to;

(2) Rented by; or

(3) Hired or chartered by

the insured with a paid and licensed crew;

b. It is not being used to carry persons or property for a charge; and

c. The pilot in command holds a currently effective license, issued by the duly constituted

authority of the United States of America or Canada, designating him or her as a commercial airline pilot for the particular aircraft being flown.

5. Property Damage Liability – Borrowed Equipment

Paragraph (4) of Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following:

This exclusion does not apply to equipment which you borrow from a person or entity, other than an insured, unless the “property damage” occurs while such equipment is being used by an insured at a job site.

Subject to all terms of **Section III – Limits Of Insurance**, the maximum limit in any one “occurrence” is \$25,000 subject to an annual aggregate of \$50,000 for all “occurrences”.

The insurance provided by this exception to Exclusion **j.(4)** as set forth in Paragraph 5. of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

6. Property Damage Liability – Elevators

Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following:

Paragraphs (3) and (4) of this exclusion do not apply to liability arising out of the use of elevators.

The insurance provided by this exception to Exclusions **j.(3)** and **j.(4)** as set forth in Paragraph 6. of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

7. Damage To Premises Rented To You

a. The last paragraph of 2. Exclusions under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is hereby deleted and replaced by the following:

(1) With respect to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, do not apply.

(2) With respect to damage by other than fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, except for Exclusion **f.**, do not apply unless the damage arises out of “your work”.

A separate limit of insurance applies to the coverage set forth in (1) and (2) above as described in **Section III – Limits Of Insurance**.

b. **Section III – Limits Of Insurance** is amended by deleting Paragraph 6. and replacing it with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the amount set forth in the Declarations or \$300,000, whichever is greater.

8. Contractual Liability For Personal And Advertising Injury

Exclusion e. **Contractual Liability** under **Section I – Coverage B – Personal And Advertising Injury Liability** is amended to add the following after the last sentence:

This exclusion also does not apply to that part of any contract or agreement pertaining to your business under which you assume the "tort liability" of another party to pay for "personal and advertising injury" to a third party or organization, provided the "personal and advertising injury" offense occurs subsequent to the execution of the contract or agreement.

For the purposes of this provision, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

9. Medical Payments

Section I – Coverage C – Medical Payments is amended to include the following only if **Coverage C – Medical Payments** is not otherwise excluded from this coverage part:

The Medical Payments Limit is changed to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this coverage part.

Paragraph 1.a.(3)(b) under **Section I – Coverage C – Medical Payments** is hereby deleted and replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

10. Supplementary Payments

Supplementary Payments – Coverages A And B under **Section I – Coverages** is amended as follows:

- a. The bail bonds limit shown in Paragraph 1.b. is increased from \$250 to \$2,500.
- b. The actual loss of earnings limit shown in Paragraph 1.d. is increased from \$250 to \$1,000.

11. Broad Form Named Insured

Paragraph 1.d. under **Section II – Who Is An Insured** is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

12. Fellow Employee Coverage

Paragraph 2.a. (1)(a) under **Section II – Who Is An Insured** is hereby deleted.

13. Incidental Medical Malpractice Liability

Paragraph 2.a. (1)(d) under **Section II – Who Is An Insured** does not apply to “employees” who are employed as nurses or other “employees”, excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

14. Newly Acquired Organizations

Paragraph 3.a. under **Section II – Who Is An Insured** is hereby deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

15. Additional Insured – Lessors Of Leased Equipment

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization.

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 written contract or agreement to provide for such additional insured.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires or is terminated.

16. Additional Insured – Engineers, Architects Or Surveyors

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you and with whom you have agreed by written contract to add as an additional insured to this policy, 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

However, the insurance afforded to such additional insured:

- (i) Only applies to the extent permitted by law; and
 - (ii) Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) 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 services by or for you.

17. Additional Insured – Managers Or Lessors Of Premises

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor of premises leased to you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by, or on behalf of, the manager or lessor of the premises.
- b. 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 written contract or agreement to provide for such additional insured.

- c. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.

- (1) This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However

- (i) The insurance afforded to such additional insured applies to the extent permitted by law; and
 - (ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- (2) This insurance does not apply to:

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

- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

19. Broad Knowledge / Notice Of Occurrence

Section IV – Commercial General Liability Conditions is amended to include the following:

The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any “occurrence” or offense, applies only when the “occurrence” or offense 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 joint venture;
4. An “executive officer”, manager or supervisor if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or “suit”, will not be considered breached unless the breach occurs after such claim or “suit” 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 joint venture;
4. An "executive officer", manager or supervisor if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or "suit" for a liability "occurrence" for coverage which is provided by this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition (Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**) contained in this policy. It is agreed, however, that you shall give notification of such claim or "suit" to us as soon as you are made aware of the fact that the particular accident has developed into a claim or "suit".

20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

Alternatively, the written contract may be executed after the "bodily injury", "property damage" or "personal and advertising injury" but only if:

- (i) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

21. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions is amended to include the following:

Unintentional Failure To Disclose Hazards

Your unintentional failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

22. Mental Anguish, Mental Injury Or Humiliation

The definition of "bodily injury" in Paragraph 3. under **Section V – Definitions** is hereby deleted and replaced by the following:

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

23. Mobile Equipment

Paragraph 12. under **Section V – Definitions** is amended to include the following:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

24. Waiver Of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

25. Aggregate Limits Of Insurance Per Project

Section III – Limits Of Insurance is amended to include the following:

8. The General Aggregate Limit described in **2.** above is subject to the following:
 - a. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a “single construction project” away from premises owned by or rented to the insured:
 - (1) A separate Single Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **Coverage C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or “suits” brought; or
 - (c) Persons or organizations making claims or bringing “suits”.
 - b. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other construction project.
 - c. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
 - d. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a “single construction project” away from premises owned by or rented to the insured:
 - (1) Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - (2) Such payments shall not reduce any Single Construction Project General Aggregate Limit.

- e. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- f. If a "single construction project" away from premises owned by or rented to the insured has been abandoned or delayed and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- g. "Single construction project" means each single designated construction project for which you are obligated by written agreement to maintain general liability insurance with a separate per project general aggregate limit that applies only to that construction project. The agreement must be executed prior to the "occurrence" of the "bodily injury" or "property damage".

The provisions of **Section III – Limits Of Insurance**, not otherwise modified by this provision, shall continue to apply as stipulated.

26. Contractual Liability – Work Within 50 Feet Of Railroads

The definition of "insured contract" in Paragraph 9. under **Section V – Definitions** is amended as follows:

Paragraph 9.c. is hereby deleted and replaced by the following:

- c. Any easement or license agreement;

Paragraph 9.f.(1) is hereby deleted.

27. Primary Insurance – Additional Insureds By Written Contract

Paragraph a. **Primary Insurance** of Condition 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. Primary Insurance

- (1) This insurance is primary except when Paragraph a.(2) or Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in Paragraph c. below.
- (2) This insurance is excess over and shall not contribute with any other valid and collectible insurance available to any person or entity added as an additional insured to this policy under the terms of the Contractors General Liability Enhancement Endorsement or by attachment of any other endorsement, regardless of whether such other insurance is provided on a primary, excess, contingent or on any other basis, unless the written contract between you and the additional insured requires that this insurance apply on a primary and/or non-contributory basis, in which case this insurance will apply in the manner required by such contract.

28. Liberalization Clause

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured's address in the Declarations of this policy.

29. Electronic Data Liability

- a. Exclusion 2.p. of **Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

This insurance does not apply to damages arising out of:

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

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

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

- b. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to 5. above, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000.

- d. The following definition is added to the **Definitions** section:

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

- e. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

"Property damage" means:

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

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

30. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Commercial General Liability Coverage Part. If your policy includes other endorsements in addition to this Contractors General Liability Enhancement Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Contractors General Liability Enhancement Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Contractors General Liability Enhancement Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Contractors General Liability Enhancement Endorsement.

All other terms and conditions remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.

State: Illinois

June 18, 2025

Copenhaver Construction

75 Koppie Drive
Gilberts, IL 60136

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Copenhaver Construction is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2024: 265
2023: 190
2022: 125
2021: 86
2020: 94

Regards,

John Retondo

John Retondo
Director of Apprenticeship

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lovd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

to

017990001

Registration No.



John V. Ladd

Administrator, Office of Apprenticeship



James M. Sweeney / Chairman

David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

April 29, 2025

To whom it may concern,

Copenhaver Construction, Inc. is a signatory contractor to the I.U.O.E. Local 150, and therefore also participates in the I.U.O.E. Local 150 Apprenticeship and Skill Improvement Program (ASIP), located at: 19800 W. South Arsenal Rd., in Wilmington, IL. The Local 150 ASIP is a DOL Registered Apprenticeship Program overseen by the DOL's Office of Apprenticeship (OA). Listed below are the number of graduates of its program during the years 2020 through Dec. 31, 2024.

- 2024 - 147
- 2023 - 256
- 2022 - 275
- 2021 - 165
- 2020 - 125

If there are any questions regarding the I.U.O.E. Local 150 Apprenticeship, please feel free to contact me directly.

Thank you,

George Antos/Coordinator

ASIP Local 150

Office: 815-722-3201

GA/cg

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti-harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices.

Anti-Harassment Training/Resources Link: [Prevent Harassment | Apprenticeship.gov](#)



INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 492-9900 • FAX (708) 482-7186
5200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

April 29, 2025

Copenhaver Construction Inc.
75 Koppie Drive
Gilberts, IL 60136

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

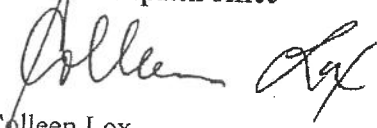
At the request of Copenhaver Construction Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Copenhaver Construction Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office


Colleen Lox

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173



William L. Solis
Secretary of Labor

Ad. V. Lull
Chief, Division of Apprenticeship

The United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer (Heavy Equipment Technician)

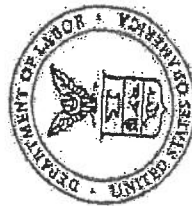
Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Walter F. Solis
Secretary of Labor

Ann V. Hall
Chief Administrator, Office of Apprenticeship



NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
E-Mail: joe@apprenticeshiplocal11.com

Tuesday April 29, 2025

To whom it may concern,

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhaver Construction is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Local 11 JATC has completed the following # of Apprentices for the last 5 years.

2021- 8
2022- 11
2023- 11
2024-11
2025-18

If there are anymore questions about the Cement masons Local 11 JATC program that you need answered you may contact me directly.

Sincerely,

Joe Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com



NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
E-Mail: joe@apprenticeshiplocal11.com

Tuesday April 29, 2025
Copenhaver Construction
75 Koppie Drive
Gilberts, IL 60136

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhaver Construction Company is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Sincerely,

Joseph L. Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

N. I. Cement Masons & Plasterers JATC Local #11
Woodstock, Illinois

For the Trades - Cement Mason and Plasterer

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

July 26, 1989

Date

Revised: May 19, 2016

Registration No.

IL004890005



[Signature]

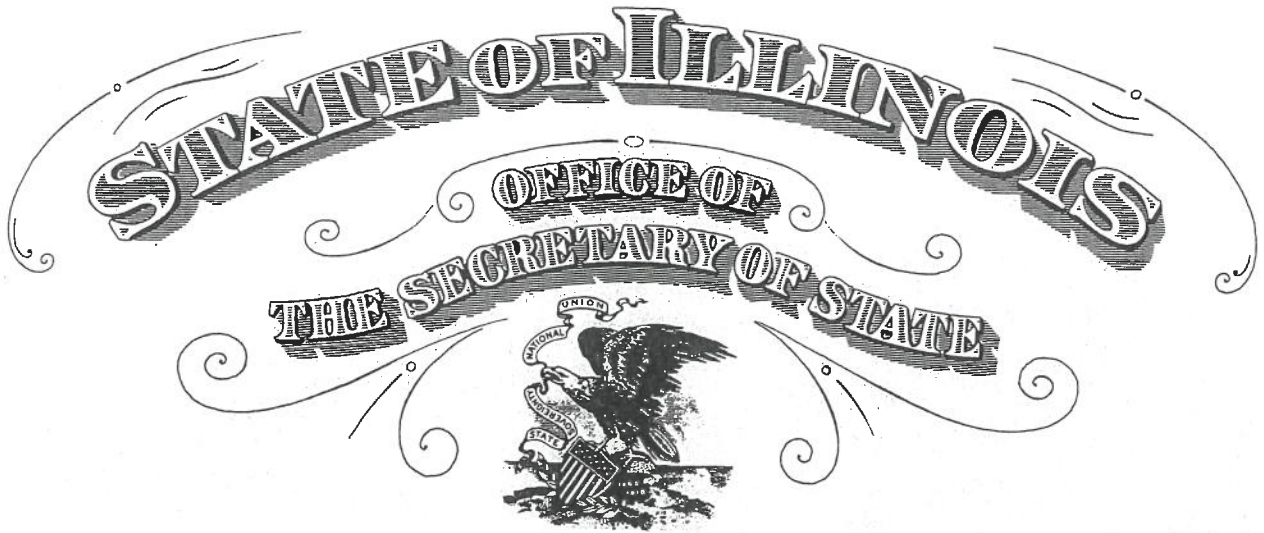
Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship

File Number

6334-748-5



To all to whom these Presents Shall Come, Greeting:

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

COPENHAVER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 13TH
day of JANUARY A.D. 2025 .

Authentication #: 2501301788 verifiable until 01/13/2026

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

Alexi Giannoulis

SECRETARY OF STATE

REVISED JUNE, 2015

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: Copenhaver Construction, Inc.

Contract No.: 25-049

Affirmative Action Contact & Phone No.: Ken Copenhaver 847-428-6696

E-Mail Address: copenhaverinc@yahoo.com

Total Bid: \$5,696,847.00

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: Alas Trucking - Fernando Alas
Business Phone Number: 847-980-7910 Email Address: alas_trucking@yahoo.com
Address: 389 Thelma Court, Wheeling, IL 60090
Description of Work, Services or Supplies to be provided: Trucking

CONTRACT ITEM NO.: 25-049

Total Dollar Amount Participation: \$750,000.00

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE UTILIZATION

Name of MBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE UTILIZATION

Name of MBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: Alf cartage, Inc.
Business Phone Number: 847-288-0488 Email Address: alfcartageinc@gmail.com
Address: 32 E Lake Street, Northlake, IL 60164
Description of Work, Services or Supplies to be provided: Furnish and Truck Aggregates

CONTRACT ITEM NO.: 25-049

Total Dollar Amount Participation: \$370,000.00

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☒
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: None - Per Addendum #8
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____
Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !

SBE UTILIZATION

Name of SBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____
Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !

SBE UTILIZATION

Name of SBE and contact person: _____
Business Phone Number: _____ Email Address: _____
Address: _____
Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____
Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !

SIGNATURE SECTION

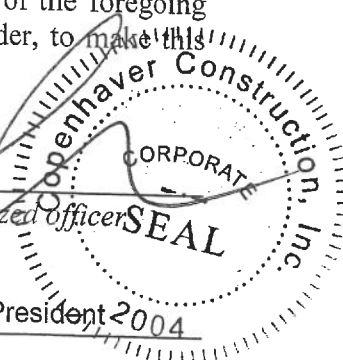
On Behalf of Copenhaver Construction, Inc. I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

11/13/2025

Date


Signature of Authorized Officer

Ken Copenhaver - President 2004
Print name and title

ATTEST:



Livia Nelson, Asst. Secretary

847-428-6696

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENTTo: (Name of Bidder) Copenhaver Construction, Inc. and the MWRDGCRE: Contract Name: (Insert Name) Tinley Creek Streambank StabilizationContract Number: (Insert Number) 25-0429From: (Name of MBE/WBE/SBE Firm) Alas Trucking Inc.

MBE:	Yes	☒	No	☐
WBE:	Yes	☐	No	☐
SBE:	Yes	☐	No	☐

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Trucking

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$750,000.00Seven Hundred Fifty Thousand Dollars and 00/100 Cents

(Written in Figures)

(Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President, or Authorized Agent of MBE/WBE/SBE)

Name/Title (Print)

Date 11/13/2025Phone 847-980-7910

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) Copenhaver Construction, Inc. and the MWRDGC
RE: Contract Name: (Insert Name) Tinley Creek Streambank Stabilization
Contract Number: (Insert Number) 25-049

From: (Name of MBE/WBE/SBE Firm) ALF Carriage Inc. MBE: Yes ☐ No ☐
WBE: Yes ☒ No ☐
SBE: Yes ☐ No ☐

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Supplier of Aggregates

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ 370,000.00 Three Hundred Seventy Thousand & 00/100
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

Anne Arevalo
Name/Title (Print) President

Date

11/12/2025

Phone

847.288.0488

THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND REJECTION OF THE BID.

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!

EXHIBIT 7
VBE COMMITMENT FORM

VBE COMMITMENT FORM

1. Name of VBE: Veterans Vac Services
Identify MBE, WBE, SBE Status: VBE Address: 518 S IL Route 31
City, State, Zip Code: McHenry, IL 60050
Contact Person: Frank Griffin Telephone Number: 815-345-1948
eMail Address: frank@veteransvac.com
Dollar Amount of Participation: \$15,000.00 Percent of Participation: 0.004 %
Scope of Work: Pre & Post Construction Sewer Televising

2. Name of VBE: Semper FI Land, Inc.
Identify MBE, WBE, SBE Status: VBE Address: 1215 Deer Street
City, State Zip Code: Yorkville, IL 60560
Contact Person: Robert Velazquez Telephone Number: 630-518-8484
eMail Address: robert@semperfi.land
Dollar Amount of Participation: \$100,000.00 Percent of Participation: 0.027 %
Scope of Work: Landscaping

3. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

Attach a copy of qualifications for each VBE firm