

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2026-0063

Contract #: 2026-0072

Start date: 1/19/2026

End date: 10/30/2026

Amount: \$ 207,707.00

Contingency Amount: \$ 25,000.00

Department: Public Works

Total Contract Amount: \$ 232,707.00

Contract Type: Contractor

Contractors Name: Aleck Plumbing

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Eddy Fire Hydrant Replacement Project



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Aleck Plumbing FOR Eddy Fire Hydrant Replacement Project**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 19th day of January, 2026, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Aleck Plumbing (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Eddy Fire Hydrant Replacement Project (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:

- The Contractor’s Proposal dated January 2, 2026; and/or
- Village of Orland Park RFP No.25-070.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$232,707.00 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$207,707.00, plus \$25,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$232,707.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$232,707.00. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- an invoice to the Village upon completion of and approval by the Village of the Work; or
 - invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive

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remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Performance and Payment Bond: If the Contract Price is over \$100,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Contractor's proposal dated January 2, 2026 and the Village's RFP 25-070 Exhibit A)

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

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5. **Term:** The Contract commences on the date it is fully executed by all Parties and terminates on December 31, 2026 (hereinafter the "Term"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village.
 - A. **Termination; Remedies:** Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated, and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
 - B. Upon receipt of the notice of termination the Contractor shall immediately, in accordance with the instructions from the Village: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labor or services except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and (6) take any actions that may be necessary or that the Village may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the Village, the Contractor shall recover payment for approved work executed on the terminated portion of the work before the effective date. The Contractor shall not be entitled to damages resulting from termination for convenience under this provision.
6. **Time is of the Essence; Dates of Commencement and Completion; Progress Reports:**
 - A. **Time is of the essence in this Contract.** The Services to be performed by the Contractor under the Contract Documents shall commence no later than January 19, 2026, (hereinafter the "Commencement Date"), and shall be completed no later than October 30, 2026 (hereinafter the "Completion Date"). If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. **Progress Reports:** The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
7. **Venue and Choice of Law:** The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
8. **Nonassignability:** The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
9. **Notices:** All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

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10. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
 - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
12. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
13. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
14. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements

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shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 14, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor’s work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor’s insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor’s insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Contractor shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.

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- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
 - (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iv) Workers’ Compensation insurance as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the “Village of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers’ compensation coverage applies under Contractor’s coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor’s employee).
 - (v) Builder’s Risk Property Coverage with “Village of Orland Park” named as the loss payee: insurance shall be provided against “all risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 14(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability.
 - (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

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- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) 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.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or

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liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 14, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

15. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 15 shall survive any termination of the Contract.

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16. Village Confidential Information:
- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 16 shall survive any termination of the Contract.
17. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

18. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
19. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
20. Equal Employment Opportunity: The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
21. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
22. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further

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warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

23. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

24. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and 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/Prevailing-Wage-Portal.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. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

25. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by

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Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.

26. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of one (1) year from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
27. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
 - B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
 - C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
28. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
29. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial

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erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

30. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
31. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
32. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
33. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
34. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 16 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and

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reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

35. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Patrick McLaughlin
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6357
Email: pmclaughlin@orlandpark.org

To the Contractor:

Name: Matt Craven
Aleck Plumbing
18027 Crawford Ave
Homewood, IL, 60430
Telephone: _____
e-mail: mcraven@aleckplumbing.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

36. **Illinois Freedom of Information Act:** The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
37. **Supersede:** The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
38. **Severability:** In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
39. **Facsimile or Digital Signatures:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
40. **Counterparts:** This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

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- 41. **No Third Party Beneficiaries:** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 42. **Entire Agreement:** The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Aleck Plumbing

VILLAGE OF ORLAND PARK

E-SIGNED by Adam Crow
By: on 2026-02-09 15:31:29 GMT

E-SIGNED by George Koczwar
By: on 2026-02-10 19:22:41 GMT

Name: Adam Crow
Controller

Name: George Koczwar

Its & Authorized Agent

Title: Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Contractor's Proposal dated January 2, 2026
or Village RFP No. 25-070 dated January 5, 2026

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1584669-02-16-16

[***CONTRACTOR1584669 *2 *553963087018831611845350651008689465690695554499*16*16***]

Exhibit A

BIDDER SUMMARY SHEET
RFP #25-070
Eddy Fire Hydrant Replacement Project

Business Name: Aleck Plumbing
Street Address: 18027 S Crawford Ave
City, State, Zip: Homewood, IL 60430
Contact Name: Matt Craven
Title: Superintendent
Phone: [REDACTED] Fax: N/A
E-Mail address: mcraven@aleckplumbing.com

Price Proposal

GRAND TOTAL BID PRICE \$ 207,707. —

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Matt Craven
Signature of Authorized Signee: *Matt A. Craven*
Title: Superintendent Date: 1/2/26



ORLAND PARK

RFP #25-070

Eddy Fire Hydrant Replacement Project

PROJECT DETAILS

Scope of Work

The Village of Orland Park is requesting proposals for the replacement of sixteen (16) Eddy Fire Hydrants with East Jordan (EJ) 250 Fire Hydrants. The hydrants are concentrated in two (2) areas of the Village. The work to be performed by the successful proposer shall be complete on or before October 30, 2026.

The work will include:

- Replacement of sixteen (16) existing Eddy fire hydrants with new EJ 250 hydrants
- Replacement of all existing Aux valves
- Possible hydrant tee replacement due to deterioration of the tree
- Large tree removal at some locations
- Curb replacement
- Sidewalk replacement
- Asphalt replacement
- Concrete drive replacement
- Sod restoration
- Tree replacement
- Possible road closure and detour signage and planning

All work will follow Village codes and specifications unless approved by Village staff.

Contractor will coordinate water shutdowns with the Village forty-eight (48) hours in advance of the shutdowns.

LOCATION OF WORK AND SPECIFICATIONS:

The Proposal Specifications for this RFP #25-070 are attached as *Exhibit A, Exhibit B, & Exhibit C.*

Exhibit A – Location Maps

Exhibit B – Address List

Exhibit C – Hydrant Specifications

It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than the proposed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating



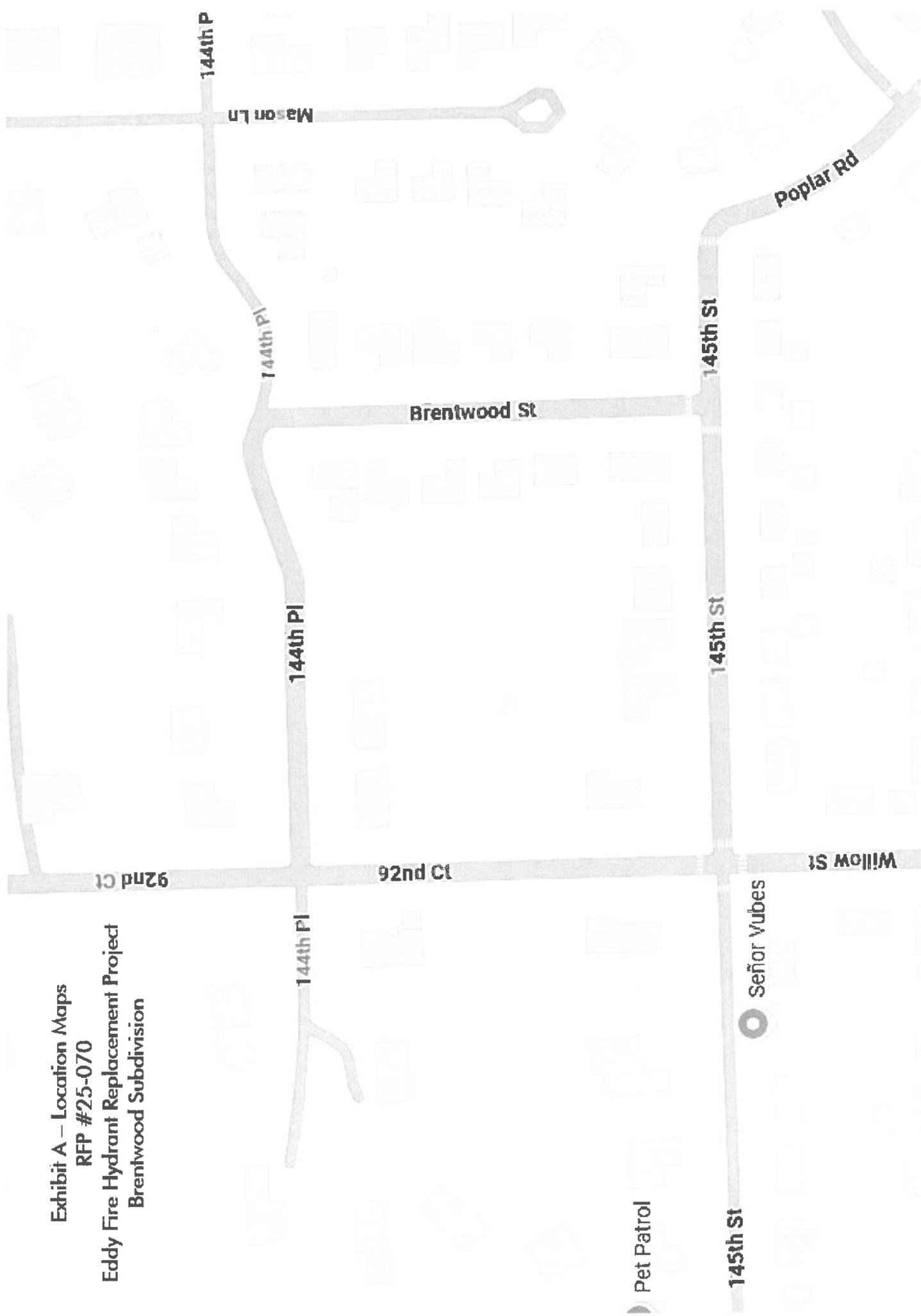
ORLAND PARK

RFP #25-070

Eddy Fire Hydrant Replacement Project

conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.

Exhibit A – Location Maps
RFP #25-070
Eddy Fire Hydrant Replacement Project
Brentwood Subdivision



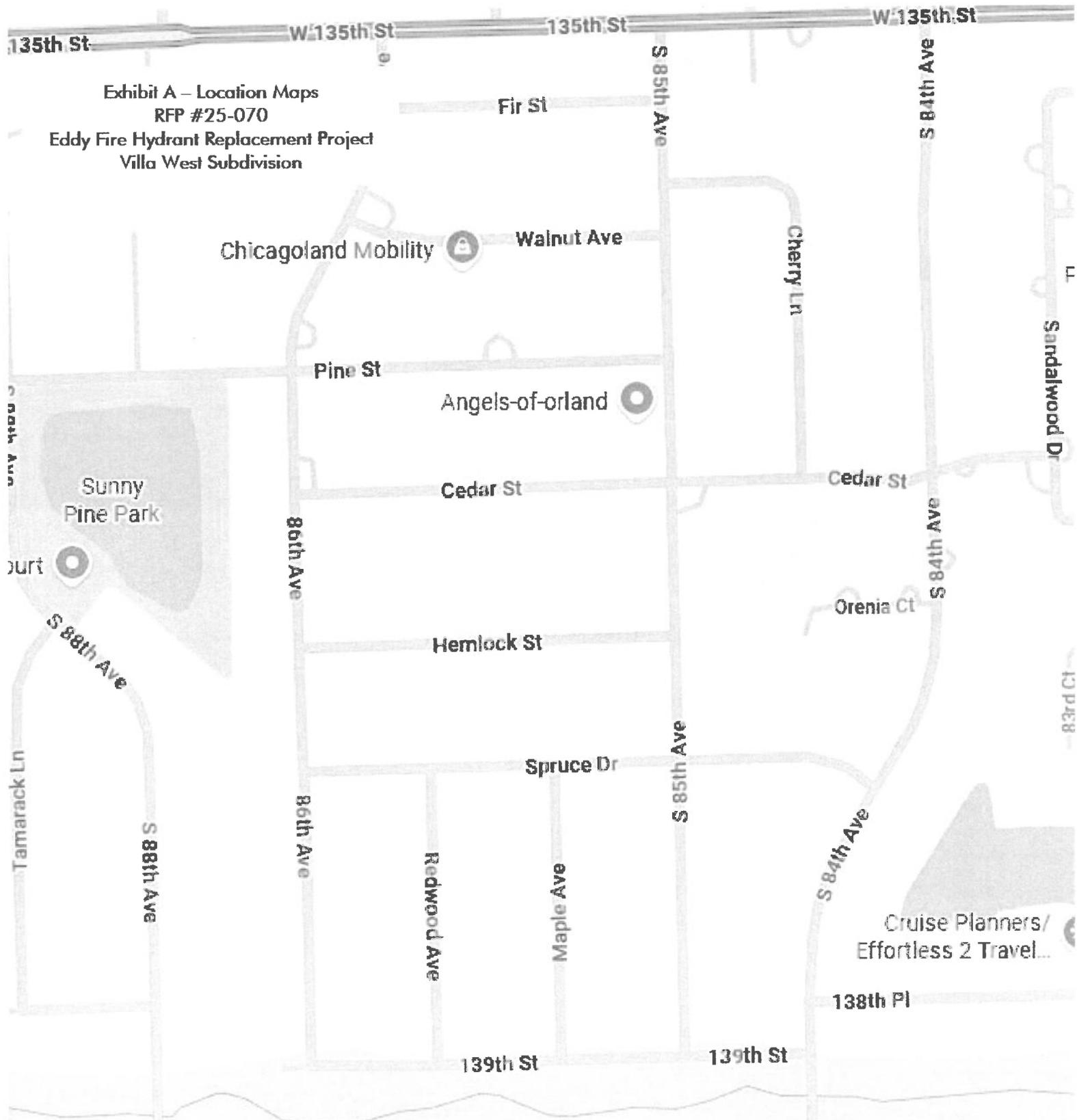


Exhibit A – Location Maps
RFP #25-070
Eddy Fire Hydrant Replacement Project
Villa West Subdivision

Chicagoland Mobility



Walnut Ave

Angels-of-orland



Sunny Pine Park

ourt



Cruise Planners/
Effortless 2 Travel...

138th Pl

139th St

139th St

Exhibit B – Address List
RFP #25-070
Eddy Fire Hydrant Replacement Project

Eddy Hydrant Locations

Brentwood Subdivision

1. 9202 144th Pl. (across from address)
2. 14430 Brentwood Dr.
3. 9125 Mason Ln.

Villa West Subdivision

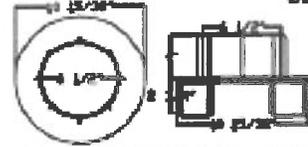
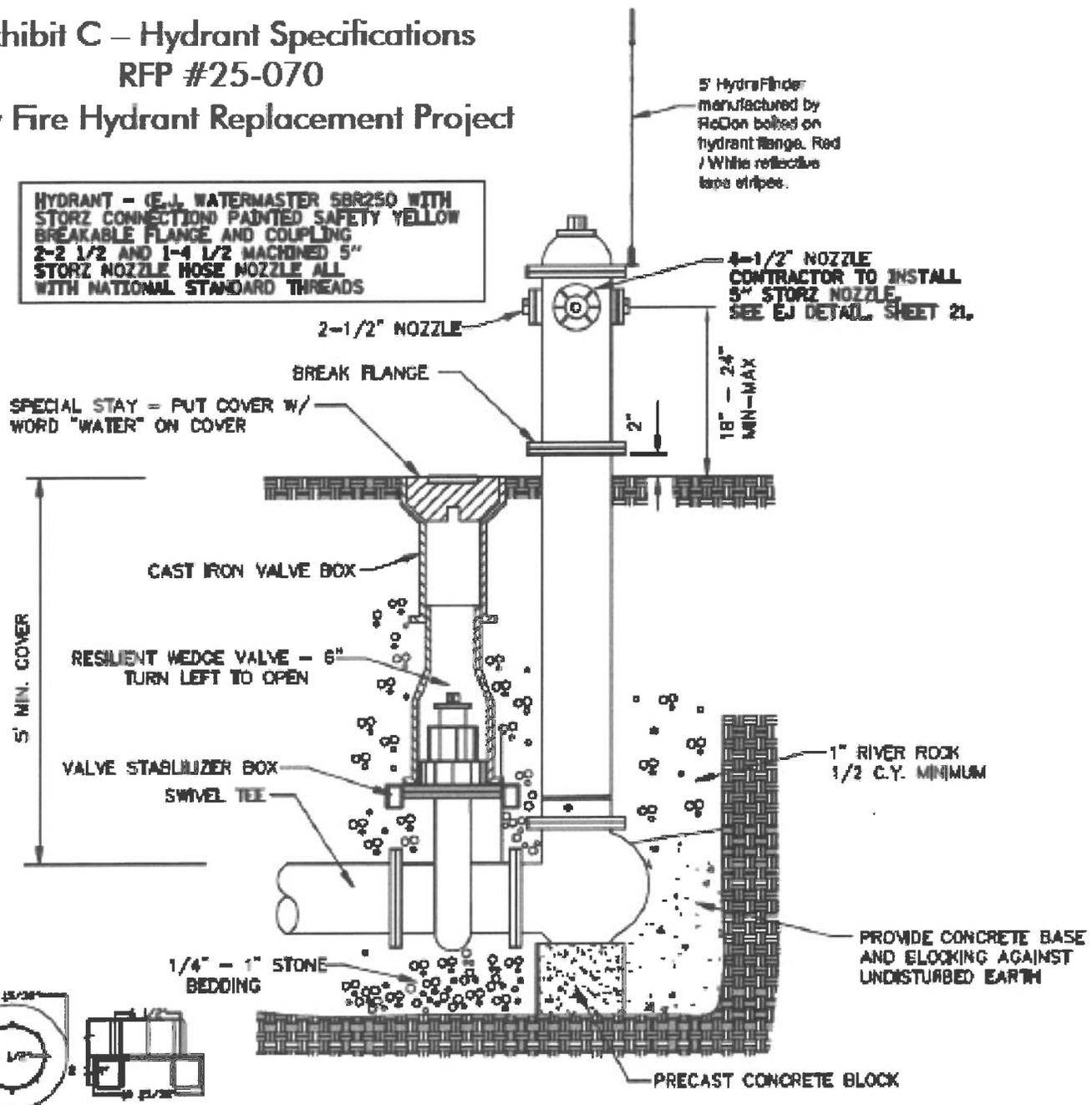
4. 8563 Fir St.
5. 8545 Pine St.
6. 8549 Cedar St. (Tree Removal Needed)
7. 8588 Hemlock
8. 8541 Hemlock (Tree Removal Needed)
9. 8557 Spruce St.
10. 8588 Spruce St. (Tree Removal Needed)
11. 13829 86th Ave.
12. 13869 86th Ave.
13. 13869 Redwood Dr.
14. 13829 Redwood Dr.
15. 13829 Maple Dr. (Tree Removal Needed)
16. 13869 Maple Dr. (Tree Removal Needed)

Exhibit C – Hydrant Specifications

RFP #25-070

Eddy Fire Hydrant Replacement Project

HYDRANT - (E.J. WATERMASTER 5BR250 WITH STORZ CONNECTION) PAINTED SAFETY YELLOW BREAKABLE FLANGE AND COUPLING 2-2 1/2 AND 1-4 1/2 MACHINED 5" STORZ NOZZLE HOSE NOZZLE ALL WITH NATIONAL STANDARD THREADS



VALVE STABILIZER DETAIL

- Notes:**
1. If depth of main is greater than 8' then the hydrant and auxiliary valve must be brought to the proper depth using 90 degree bends.
 2. Adjustments to existing or proposed hydrants shall not exceed a total of 3'. See Note #1 for adjustments that have a total of adjustments greater than 3'.
 3. Use swivel tee when connecting auxiliary valve directly to tee.
 4. Use mechanical joint tee when connecting watermain to auxiliary valves more than 24" away from center of the mainline.

HYDRANT INSTALLATION		
DATE: 4/24/08	WATER MAIN IMPROVEMENT	REVISION: 000
REVISION: 001 12-01-10		REVISION: 002 1-04-10
Village of OQUID PARK		ISSUED BY: WM-06
Engineering Department		

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) 482-8800 · FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

February 3, 2026

Aleck Plumbing
18027 Crawford Ave
Homewood, IL 60430

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

Dear Sir or Madam:

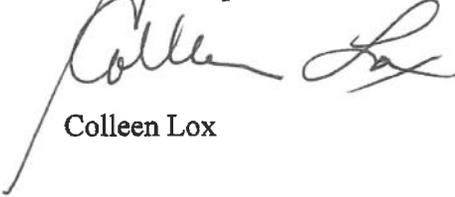
At the request of Aleck Plumbing., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Aleck Plumbing, 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. Moreover, the applicable apprenticeship and training program has graduated substantially more than five apprentices in each of the last five years.

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 (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
Revised June 21, 2011
Registration No. IC012020003



Karla J. Stolis
Secretary of Labor
Ad V Hall
Administrator, Office 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*

*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
Revised June 23, 2011

Registration No.
IL008780173



William J. Dolio
Secretary of Labor
John V. Hill
Administrator, Office of Apprenticeship

Aleck PLUMBING

18027 Crawford Avenue, Homewood, IL 60430
www.aleckplumbing.com | 708-799-4670
Fax: 708-799-4633

To Whom It May Concern:

Aleck Plumbing was awarded a fire hydrant replacement project in Orland Park and they are requesting documentation from 150 that, a) we participate in their apprenticeship programs which are registered with the DOL; and (b) those programs have graduated at least 5 apprentices in the last 5 years.

I attached the letter from the Laborers Union that they have accepted for an example.

If there is any other information needed from me feel free to reach out.

Thank You,

Matt Craven

Sewer & Water Superintendent

Aleck Plumbing, Inc.

18027 S. Crawford Ave | Homewood, IL 60430

Office: 708-799-4670

Cell: 815-603-5634

Fax: 708-799-4633

Email: mcraven@aleckplumbing.com



Click here to schedule your next appointment online!



PLUMBERS LOCAL 130 UA

Joint Apprenticeship Committee

1400 West Washington Boulevard, Chicago, Illinois 60607-1821

www.JAC130.org

James F. Coyne
CHAIRMAN

February 3, 2026

G. Justin Treutelaar
CO-CHAIRMAN

Patrick F. McCarthy
SECRETARY

Matthew N. Erickson
TREASURER

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Paul M. Rodriguez
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EMPLOYER TRUSTEES

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John W. Baethke
Scott Hoffman
Todd C. Leonard, Alternate
Dennis Piehowski, Alternate

TRAINING DIRECTOR

Anthony M. Rottman

INSTRUCTORS IN CHARGE

James W. Brooks
Brandon Harwell
Thomas Jennrich

Aleck Plumbing, Inc.
18027 S. Crawford Avenue
Homewood, Illinois 60430

To Whom it May Concern,

Enclosed you will find a copy of our Certificate of Registration with the Department of Labor.

This letter also serves as verification that Aleck Plumbing is a signatory contractor with Plumbers Local 130, UA, contributes to the Training Fund and actively employs apprentices from our Plumbing Apprenticeship Program.

Our Apprenticeship is a five year program and in the last 5 years we have turned out 539 apprentices, with a completion rate of 70.46% per the DOL.

Please contact us if you have any questions or need further assistance.

Sincerely,

Anthony M. Rottman
Training Director

End.
AMR: cm
WPI\Verification

Joliet

Chicago

Volo

312.421.1028 (phone)

312.421.4468 (fax)

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Plumbers' Joint Apprenticeship Committee Local 130, U.A.

Chicago, Illinois

For The Trade of: Plumber

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

December 27, 1944

Date Revised: November 8, 2018

IL017440001

Registration No.



A. V. Kelly

Administrator, Office of Apprenticeship

January 26, 2026

Aleck Plumbing, Inc.

18027 S. Crawford Ave.
Homewood, IL 60430

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 Aleck Plumbing, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship 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:

2025: 306
2024: 265
2023: 190
2022: 125
2021: 86

Regards,



Alfredo Ascencio
Director of Apprenticeship

Labor Trustees

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

Executive Director

Keith Vitale

Management Trustees

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

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago
5700 West Homer St.
Chicago, IL 60639

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

Date

IL017990001

Registration No.



John V. Kelly

Administrator, Office of Apprenticeship



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STANDARDS OF APPRENTICESHIP

Developed by

**LiUNA Chicagoland Laborers' District Council Training
& Apprentice Fund and Board of Trustees**

AND

**Construction and General Laborers' District
Council of Chicago and Vicinity, Laborers'
International Union of North America**

For the occupation of

Construction Craft Laborer

O*NET-SOC CODE: 47-2061.00

RAPIDS CODE: 0661HY

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP PROGRAM IN ACCORDANCE WITH THE
BASIC STANDARDS OF APPRENTICESHIP ESTABLISHED BY THE SECRETARY OF LABOR**



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LEGEND



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Appendix A - Work Process Schedule and Related Instruction Outline

Appendix B - Apprenticeship Agreement

Appendix C - Affirmative Action Plan

Appendix D - Qualifications and Selection Procedures



FOREWORD

These LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America Standards of Apprenticeship have as their objective the training of laborers skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed On-the-Job Learning (OJL) combined with Related Instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

Geographic Area of Coverage

The Standards apply in the geographic areas of the State of Illinois, including Lake, McHenry, Kane, DuPage, Kendall, Cook, Will, Grundy and Boone counties.

Participation/Jurisdiction

These Standards apply to the signatory Employer and employee organizations, their members, to other Employers who subscribe to them in writing or are a party to the Collective Bargaining Agreement, and to all Apprenticeship Agreements resulting from these Standards of Apprenticeship (Standards).



SECTION I - PROGRAM ADMINISTRATION

Program Sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. Sponsors will establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship.

Responsibilities of the JATC

- A. Cooperate in the selection of Apprentices as outlined in this Apprenticeship Program (or Program).
- B. Ensure that all Apprentices are under written Apprenticeship Agreements.
- C. Review and recommend apprenticeship activities in accordance with this Program.
- D. Establish the minimum standards of education and experience required of Apprentices.
- E. Register the Standards with the Registration Agency.
- F. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- G. Maintain records of all Apprentices, showing their education, experience, and progress in learning the occupation.
- H. Certify to the Registration Agency that Apprentices have successfully completed their Apprenticeship Program.
- I. Notify, within 45 days, the Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- J. Supervise all the provisions of the Standards and be responsible, in general, for the successful operation of the Standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including Apprentices, Employers, and Journeyworkers.
- K. Provide each Apprentice with a copy of these Standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- L. When notified that an Apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the Sponsor will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of



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processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the Sponsor will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement, as provided in 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- M. The Sponsor will provide each registered Apprentice with continuous employment, insofar as possible, sufficient to provide the opportunity for completion of his or her Apprenticeship Program. If the Sponsor is unable to fulfill its training and/or employment obligation in conformance with these Standards, the Sponsor will, per Section XXII of these Standards and with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered sponsor for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy for breaks in seniority.

- N. Assess the current and prospective need for Apprentices and trainees in the area covered by the Program and adjust intake and recruiting efforts accordingly.
- O. Review qualifications and employ instructors and staff as needed.
- P. Coordinate the Training Program and Apprentice Program as appropriate for support in all aspects of program management. Cooperate with the National JATC in research and evaluation studies, report test results and participate in certification programs.
- Q. Hear and judge all complaints and/or violations of Apprenticeship Agreements, rendering decisions as required by majority vote and maintaining the written record of any such dispute. In its discretion, the JATC shall exercise its disciplinary authority to withhold periodic wage advancements or to cancel the Apprenticeship Agreement for causes such as unsatisfactory progress on the job or in related study, unwillingness/inability to learn, unreliability, lack of interest, insubordination, improper conduct, and drug and/or alcohol use at work or during related study. The Director of Apprenticeship has the authority to request an illegal substance or alcohol test. Allegations involving matters of Equal Employment Opportunity in apprenticeship shall be processed consistent with the requirements of the federal regulations 29 CFR 30.



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- R. Determine the quality and quantity of experience on the job which Apprentices should have and to make every effort toward their obtaining it.
- S. Advise Apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- T. Notify the appropriate Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

Structure of the Joint Apprenticeship and Training Committee (JATC)

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s). The JATC shall be composed of 12 members, six appointed by the Construction and General Laborers' District Council of Chicago and Vicinity and six appointed by the Employer associations.
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship and vocational schools - may be requested to advise the JATC.

Administrative Procedures

- A. The JATC will select a chairperson and a secretary, one representing Labor and the other representing Employers and will determine the time and place of regular meetings. Meetings will be held as frequently as needed to effectively manage the Program. Written minutes of the meetings will be kept. The Union and MARBA shall designate three Union and three Employer Trustees, respectively, to serve on the Joint Apprentice Subcommittee. The term of membership on the JATC shall be three years subject to the right of the appointing Associations and District Council to remove and appoint Trustees.
- B. The chairperson and secretary will have the power to vote on all questions affecting apprenticeship.
- C. The offices of chairperson and secretary should rotate among members of the JATC.
- D. The JATC shall meet quarterly or more often if necessary to conduct its business. Special meetings may be called by the Chair or by the Secretary. A quorum at any meeting shall consist of three members with at least one from the Union trustees and one from the Employers trustees. Each interest group shall always maintain the authority to cast an



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equal number of votes at JATC meetings. A record of the business conducted at each meeting shall be made.

- E. The JATC may delegate authority to the Executive Director of the Fund, Director of Apprenticeship and/or to the Coordinators of the Apprenticeship Program to carry out any of the responsibilities listed above in this Section I.

SECTION II - EQUAL OPPORTUNITY PLEDGE - 29 CFR §§ 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under 29 CFR § 30.



SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5

Sponsors with five or more registered Apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these Standards of apprenticeship. However, the Office of Apprenticeship encourages the development of these two plans for all programs regardless of Apprentice numbers. For programs with fewer than five Apprentices, these plans are not required, and the Sponsor may continue to select Apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Applicants must be 18 years or age or older..

B. Education

Applicants must have a tenth grade education or higher or must have completed a General Educational Development (GED) program or other high school equivalency program. Applicants must provide an official transcript(s) for high school showing completion of tenth grade or higher or a GED certificate or other high school equivalency credential if applicable.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in Related Instruction.

E. Driver's License

Applicants must have a valid driver's license.



F. Substance Abuse Testing

Applicants will pass a screen for the current illegal use of drugs and alcohol on acceptance into the Program and prior to being employed.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

All applicants will be required to complete an application form and provide substantiating evidence for the above qualifications. (See Appendix D.)

SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an Apprentice or enrollment in Related Instruction, the Apprentice will be covered by a written Apprenticeship Agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process. Such agreement will contain a statement making the terms and conditions of these Standards a part of the agreement as though expressly written therein. The Sponsor shall provide a copy of the Apprenticeship Agreement to the Apprentice, the Registration Agency, the Employer, and the Union. An additional copy will be provided to the veteran's state approving agency for those veteran Apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies, the Apprenticeship Agreement, and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the Apprentice.

The Apprenticeship Agreement shall contain a provision making these Standards a part thereof including consent by the Apprentice to the authority of the Sponsor to transfer the Apprentice from one participating Employer to another for just cause. However, it is understood that an Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the Sponsor from the referring Employer to another Employer unless the referring Employer cannot provide continuous employment or adequate OJL or unless the Employer refuses to release the employee to attend Apprenticeship Program classes. Furthermore, Apprentices who have entered the Program directly as a result of a referral and offer of employment shall not change Employers in violation of the rules of Sponsor. The Agreement Form shall identify any credit granted for previous experience, if any, and the entrance wage rate for the Apprentice as a percentage of the Journeyworker wage. The Sponsor will promptly notify the



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Registration Agency of all cancellations or termination of agreements. The Apprentice shall be required to pay back a percentage of training costs if he/she leaves the Apprenticeship Program early to either accept a journeywork position or work in non-union jobs within the Laborers' work jurisdiction. Apprentices cannot be on Local Union Journeymen's Out of Work List until the completion of the Program.

If an Apprentice is temporarily released due to business conditions, he/she shall be given the opportunity to be reinstated before any additional Apprentice is employed by the same sponsoring Employer. The Sponsor may arrange for the transfer of the Apprenticeship Agreement to another Sponsor after receiving the consent of the Apprentice and the new Sponsor.

SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS - 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)

No Apprentice shall work without proper or adequate supervision of a Journeyworker.

For the purpose of these Standards, adequate or proper supervision of the Apprentice means the Apprentice is under the supervision of a fully qualified Journeyworker or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

To adequately or properly supervise an Apprentice does not mean the Apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of Apprentices to fully proficient workers (Journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of Apprentices to fully proficient workers (Journeyworkers) will be as noted in Appendix A.

The Sponsor will be responsible for the training of the Apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the Journeyworker to whom they are assigned. The Supervisor of Apprentice(s) designated by the Employer will be responsible for the Apprentice's work assignments and will ensure the Apprentice is working under the supervision of a skilled Journeyworker. The supervisor will also evaluate the Apprentice's work performance and will complete and submit progress reports to the Sponsor.

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers



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being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

Apprentices shall work under the supervision of competent and qualified Journeyworkers on the job. Instruction in safety and safe work practices should be a part of job instruction in addition to that included in related OSHA regulations and in special off-job courses.

SECTION VII - TERM OF APPRENTICESHIP -29 CFR § 29.5(b)(2)

The term of the occupation will be two (2) years with an (OJL) attainment of 2,400 hours supplemented by the required hours of Related Instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

The initial minimum requirement shall be 600 hours per six months, which amount may be met by up to 50 hours of added classroom instruction, where relevant work experience is unavailable and which amount may be reduced by the Joint Committee, if less than 90% of Apprentices are able to obtain 600 hours of OJL. In no case shall the on the job learning requirement be less than 500 hours per six months, regardless of work availability.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual Apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work processes.

SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the Program or 1 year, whichever is shorter. The probationary period shall be 500 hours of OJL hours.

The first 500 hours of employment for all entering Apprentices, without respect to any advanced standing awarded, shall constitute a probationary period, which shall be a part of the term of apprenticeship.

During the probationary period, either the Apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and Related Instruction, and any disciplinary action taken during the probationary period.



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Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Program.

After the probationary period, the Apprenticeship Agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the Sponsor for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the Apprentice and to the Registration Agency of the final action taken.

SECTION IX - HOURS OF WORK

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

Apprentices also shall be subject to the same overtime or travel requirements as Journeyworkers but not to the degree that either conflicts with required Related Instruction. Apprentices may be discharged by the Employer for cause, including irresponsible work habits such as absences, late arrival, early departures, which may also result in termination from the Program by the Sponsor.



SECTION X - APPRENTICE WAGE PROGRESSION - 29 CFR § 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in Related Instruction. Before an Apprentice is advanced to the next segment of training or to fully proficient or Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and Related Instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or Journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of Apprentices be less than that required by any minimum wage law that may be applicable.

SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE - 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)

The Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 form. Applicants requesting credit for previous experience who are selected into the Apprenticeship Program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period, when actual on-the-job and Related Instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

The granting of advanced standing will be uniformly applied to all Apprentices. The Sponsor will be the sole judge of the amount of credit to be granted, if any. Credit awarded shall advance the Apprentice to the wage period such credit entitles the Apprentice.



SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)

During the apprenticeship, the Apprentice will receive OJL and Related Instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the Apprentice's supervisor.

The work of the Construction Craft Laborer occupation is diverse; therefore, care must be taken to ensure that the families of tasks and clusters of job skills are organized so that the Sponsor can track the experience and training being received by the Apprentice.

While modifications may be required from time to time to accommodate the type of construction work available in the area, Apprentices are encouraged to gain experience in all of the commonly accepted major industry divisions. The four industry divisions are: (a) environmental remediation, (b) building construction, (c) heavy/highway construction and (d) underground construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The Sponsor will identify those skill clusters most important to success at the Journeyworker level in the locality in which the Program operates. The Sponsor will plan rotation and off-site instruction to meet those particular requirements.

Participation by the Apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the Sponsor may give added value to the time spent in such controlled training environments when determining the completion of a major component of the work processes and group skill modules.



SECTION XIII - RELATED INSTRUCTION - 29 CFR § 29.5(b)(4)

Every Apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of Related Instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish Related Instruction, the Sponsor may require Apprentices to complete the Related Instruction requirement through Electronic Media or other instruction approved by the Registration Agency.

Each Apprentice may be paid a Trainee Allowance as determined by the Sponsor, while attending the required hours of related training.

The Sponsor will inform each Apprentice of the availability of college credit (if applicable).

Any Apprentice who is absent from Related Instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an Apprentice to fulfill the obligations regarding Related Instruction without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the Apprentice and opportunity for corrective action.

To the extent possible, Related Instruction will be closely correlated with the practical experience and training received on the job. The Sponsor will monitor and document the Apprentice's progress in Related Instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The Sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

Related Instruction provided by the Sponsor is identified in Appendix B.

SECTION XIV - SAFETY AND HEALTH TRAINING - 29 CFR § 29.5(b)(9)

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.



SECTION XV - MAINTENANCE OF RECORDS - 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8

Program Sponsors are responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to the applicant's qualifications;
- the original application;
- records of each Apprentice's OJL;
- Related Instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

Program Sponsors will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the Sponsor's outreach, recruitment, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8. Sponsoring Employers must maintain records of applicants and apprentices as required by law.

All such records are the property of the Sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to Apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

Apprentice Work Records: The Apprentice will maintain a work record showing the amount and type of work being performed classified in accordance with the designations of the work processes as shown in Appendix A. Work record forms will be provided to each apprentice. Work records are to be submitted to the Committee at one month intervals to be recorded in the apprentices' master record. Work records together with off-site instruction and training reports will be used by the JATC in determining advancements, completions, and reassignment needs.



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Committee Records: The JATC shall maintain descriptive records on all equal employment opportunity and affirmative action matters. These include documentation of outreach efforts, application notices, applications and their disposition, and actions taken.

The JATC shall also maintain records of disciplinary or adverse actions, hearings and decisions made, involuntary actions relative to the Program, enrolled Apprentices, participating employers, Registration Agency, or any legal proceedings involving the Committee.

The Apprentice will authorize an effective release of their completed Related Instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the JATC will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.



SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15), and Circular 2015-02

Upon satisfactory completion of the requirements of the Apprenticeship Program as established in these Standards, the Sponsor will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both OJL and the Related Instruction as may be required by the Registration Agency.

SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)

The Registration Agency must be notified within 45 days of any Apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These Standards will, upon adoption by the Sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The Sponsor reserves the right to discontinue at any time the Apprenticeship Program set forth herein. The Sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the Program.

The Registration Agency may initiate deregistration of these Standards for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The Sponsor will notify each Apprentice of the cancellation of the Program and the effect of same. If the Apprenticeship Program is cancelled at the Sponsor's request, the Sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the Sponsor's request. If the Registration Agency orders the deregistration of the Apprenticeship Program, the Sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.



SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Apprentice to whom the amendment or modification applies.

SECTION XX - ADJUSTING DIFFERENCES: COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11

The Sponsor will have full authority to enforce these Standards. Its decision will be final and binding on the Employer, the Sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the Apprenticeship Program or violates the provisions of the Apprenticeship Agreement or Standards, the applicant or Apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

29 CFR § 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement or Standards for which written notification is received within 15 days of the alleged violations. The Sponsor will make such rulings, as it deems necessary, in each individual case within 30 days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund located at 1200 Old Gary Ave. Carol Stream, Illinois, 60188.



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Discrimination Complaints

(29 CFR Part 30)

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against based on race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may personally or through an authorized representative, file a written complaint with the Registration Agency with whom the Apprenticeship Program is registered or EEOC.

Registration agency is the US/DOL/OA, Jose Velazquez, Deputy Administrator, Frances Perkins Building, 200 Constitution Avenue, NW, Washington, DC 20210. E-mail: Velazquez.jose.a@dol.gov Office phone number: 202.693.2909.

Generally, a complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Registration Agency may extend the filing time. The time period for filing is for the administrative convenience of the Registration Agency and does not create a defense for the respondent.

Each complaint must be made in writing and must contain the following information:

- i The complainant's name, address and telephone number, or other means for contacting the complainant;
- ii The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination)
- iii A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why complainant believes the actions were discriminatory.
- iv The complainant's signature or the signature of the complainant's authorized representative.

Complaints of discrimination in the Apprenticeship Program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

On any dispute or complaint appealed to the registration agency, the Committee's further action will conform to the procedures published by that agency.

Neither the JATC; the JATC's sponsoring Employer and union organizations; nor their officers, members, employees, or agents; shall be liable financially or otherwise for actions taken by the JATC, or the consequences of such actions, with respect to:



1. Withholding apprenticeship from any individual because of the individual's lack of qualifications, or because of the unavailability of employment or training opportunities; or
2. Cancellation of the Apprenticeship Agreement for cause; or
3. Non-referral of Apprentices to an Employer that fails to comply with the requirements of these Standards or the JATC, and/or removal of currently-employed Apprentices from such Employer; or
4. Inability of the JATC to provide employment opportunities and OJL; or
5. Failure of an Employer or an Apprentice to comply with legal requirements such as workers compensation, safety and health regulations, regulations relating to the employment of legal minors, or other federal, state or local mandates.

SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS - 29 CFR § 29.11

Nothing in this part or in any Apprenticeship Agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between Employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, Apprentice qualifications or operation of the Program, or in the Apprenticeship Agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - 29 CFR § 29.5(13)

The Transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors and must comply with the following requirements:

- i. The transferring Apprentice must be provided a transcript of Related Instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new Apprenticeship Agreement must be executed when the Transfer occurs between the program sponsors.

The Apprentice must receive credit from the new sponsor for the training already satisfactorily completed.



It is the responsibility of the JATC to provide, insofar as possible, reasonably continuous employment for all Apprentices in the Program. Where the business of a participating Employer is not able to sustain reasonably continuous employment for the assigned apprentices, the JATC will attempt to arrange Transfer of apprentices to another participating Employer. An Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the JATC from the referring Employer to another unless the referring Employer cannot provide continuous employment. If an Apprentice is laid off by a referring Employer, the Apprentice may accept employment from another Employer. If, however, after layoff an Apprentice accepts re-employment with the referring Employer, the Apprentice may not transfer to another Employer without permission of the JATC. Furthermore, if the nature of the participating Employer's business does not offer the diversity of work experience in the various processes of the trade or adequate OJL, the Committee may transfer apprentices to another participating Employer. Where there is an allegation of inadequate OJL, the JATC will provide the Employer with notice of any deficiencies and will provide the Employer a reasonable opportunity to correct deficiencies. The JATC shall determine whether there are deficiencies and the reasonableness of the Employer's action in correcting deficiencies. The Apprentice must receive credit from the new Employer for the training already satisfactorily completed. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed.

An Employer that obtains the services of an Apprentice by a direct referral shall release the employee to attend Apprenticeship Program Classes and shall continue to employ the Apprentice as long as there is sufficient work, and as long as the Employer has the resources to provide OJL, provided the Apprentice has not given cause for termination. An Employer who violates this rule may be excluded by the JATC from using apprentices in the future. Notwithstanding the foregoing, the referring Employer may reject an applicant without cause only during the first thirty (30) days of the applicant's employment. However, an Employer shall not be required to continue to employ Apprentices whose attendance, cooperation or other work habits are cause for discharge, but shall not be permitted to reject an applicant based solely upon the applicant's lack of training or experience. Employers shall not employ an Apprentice who is required to remain in the employment of a referring Employer.

SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor, agree to all the terms and conditions contained herein and agree to abide by the Sponsor's rules and policies, including any



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amendments, and to serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the Apprenticeship Program:

- A. Maintain and make available such records of work experience and training received on the job and in Related Instruction as may be required by the Sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the Employer to whom the Apprentice is assigned for the duration of the apprenticeship, unless the Apprentice is reassigned to another Employer or the Apprenticeship Agreement is terminated by the Sponsor.

Apprentice Responsibilities: The Committee shall impress upon each entering Apprentice that in signing the Apprenticeship Agreement, he or she voluntarily agrees to abide by the provisions of the Standards. The major responsibilities and obligations of the Apprentice follow:



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- (1) Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the Employer.
- (2) Respect the property of the Employer and abide by the working rules and regulations of the Employer and the Committee.
- (3) Get along with other apprentices and Journeyworkers and carry out the instruction given by supervisors.
- (4) Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the Standards.
- (5) Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the Apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

SECTION XXIV - TECHNICAL ASSISTANCE

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship and vocational schools, may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



SECTION XXVI - DEFINITIONS

APPRENTICE: Any individual employed by the Employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Sponsor providing for training and Related Instruction under these Standards and who registers with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their Apprenticeship Program data.

APPRENTICESHIP AGREEMENT: The written agreement between the Apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Those persons designated by the Sponsor to act as agents for the Sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The credential issued by the Registration Agency to those registered Apprentices certified and documented as having successfully completed the Apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the signatory Union and signatory Employer(s) that sets forth the terms and conditions of employment.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Any person, business, organization or company signatory to this Sponsor's Standards employing an Apprentice (whether or not such an entity is a party to an Apprenticeship Agreement with the Apprentice) that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these Standards.

HYBRID OCCUPATION (HY): An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of OJL and the successful demonstration of competency as described in a work process schedule.

JOURNEYWORKER: A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who



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has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code.

ON-THE-JOB LEARNING (OIL): Tasks learned on-the-job in which the Apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: The U.S. Department of Labor's Office of Apprenticeship that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, Electronic Media, or other forms of self-study approved by the Registration Agency.

SPONSOR OR PROGRAM SPONSOR: Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered that assumes the full responsibility for administration and operation of the apprenticeship program. The Sponsor of this Apprenticeship Program is the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.

STANDARDS OF APPRENTICESHIP (STANDARDS): This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors.

UNION: The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). The Union is the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America





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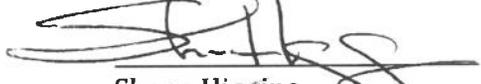
SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS AND ALL APPENDICES

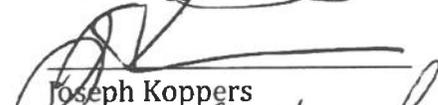
The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America hereby adopt these Standards of apprenticeship on this ^{4th}₅ day of September, 2018 to be effective on and after January 1, 2019.

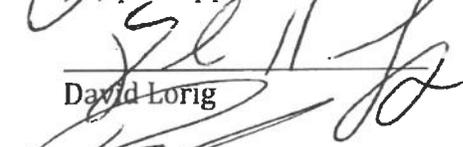
Illinois Road Builders Assn.
Lake County Contractors Assn.
Underground Contractors Assn.
MARBA

Construction and General Laborers'
District Council of Chicago and
Vicinity, Laborers Union International
of North America

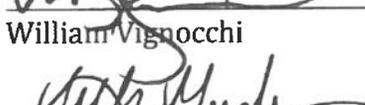
Employer Trustees

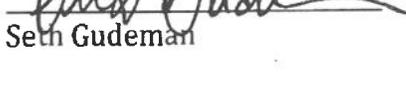

Shane Higgins


Joseph Koppers


David Lorig

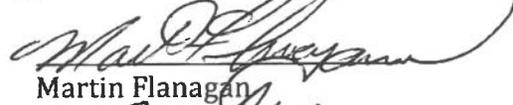

Robert G. Krug


William Vignocchi

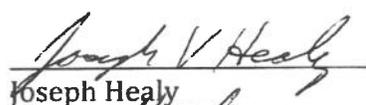

Seth Gudeman

Union Trustees


James P. Connolly


Martin Flanagan

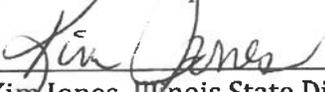

Charles LoVerde III


Joseph Healy


William Martin


Martin Dwyer

Officially registered as incorporating the Standards of the
Office of Apprenticeship
United States Department of Labor


Kim Jones, Illinois State Director
Office of Apprenticeship

April 12, 1999

Date of Registration
Revised: February 1, 2019

IL017990001

Registration Number



Apprenticeship**USA**



Appendix A

WORK PROCESS SCHEDULE

AND

RELATED INSTRUCTION OUTLINE



Appendix A

WORK PROCESS SCHEDULE Construction Craft Laborer O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661HY

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TYPE OF OCCUPATION

The hybrid approach measures skill acquisition through a combination of specified minimum number of hours of on-the-job learning (OJL) and the successful demonstration of competency as described in a work process schedule.

2. TERM OF APPRENTICESHIP

The term of the occupation shall be minimum two (2) years with an OJL attainment of 2,400 hours supplemented by 360 hours of Related Instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer Journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyworker wage rate. Journeyworker Scale is \$42.72 per hour plus benefits as of June 1, 2018.

The work and training schedule is as follows:

- 1st 6 months + 600 Hours OJL + 120 Hours Related Instruction
- 2nd 6 months + 1200 Cumulative Hours OJL + 80 Hours Relation Instruction
- 3rd 6 months + 1800 Cumulative Hours OJL + 80 Hours Related Instruction
- 4th 6 months + 2400 Cumulative Hours OJL + 80 Hours Related Instruction



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5. **WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

The Sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

6. **RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)



WORK PROCESS SCHEDULE
Construction Craft Laborer
O*NET-SOC CODE: RAPIDS CODE: 0661HY

Work Process Schedule for Construction Craft Laborer

The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

Where consistent with the available work, the following general skills should be mastered by all Construction Craft Laborers.

	APPROXIMATE HOURS
I. General Skills	600 - 1600 hours
A. Site/Project Preparation & Maintenance	200 - 600 hours
<ul style="list-style-type: none">• Transportation, erecting, dismantling and stockpiling of scaffolding and work platforms• Grading and compaction• Rigging & signaling for work traditionally performed by Construction Craft Laborers• Site preparation, clearing, clean-up and security	
B. Tools, Equipment and Materials	200 - 600 hours
<ul style="list-style-type: none">• Tool, equipment and material recognition and preparation• Hand, electric, gas, pneumatic and power tools• Tool/equipment use and maintenance• Tool, equipment and material storage and security	
C. Safety (continuous throughout all phases of on-the-job learning and related instruction)	200 - 400 hours
<ul style="list-style-type: none">• Confined space safety• Flagging, signing and traffic awareness• Hazard material recognition• Trenching and site excavation safety	



II. Specific Skills	1400 – 2600 hours
Where available and required for the job, we expect the Apprentice to gain experience in each of the following specific groups	
A. Building Construction	440 – 700 hours
Concrete (placement and removal) Landscaping Mason/plasterer tending	
B. Heavy/Highway Construction	440 – 800 hours
Concrete (placement and removal) Asphalt (placement and removal)	
C. Underground Construction	440 – 800 hours
Pipe laying for work traditionally performed By Construction Craft laborers Tunnel and Shaft Drilling and blasting Concrete (placement and removal) Utility work	
D. Environmental	80 – 100 hours
Rules and regulations (lead, asbestos and hazardous waste) Hazard awareness (lead, asbestos and hazardous waste) Personal protective equipment EPA, Illinois regulations	
Total Hours	2000 – 4000 hours

2400
TOTAL MINIMUM HOURS



RELATED INSTRUCTION OUTLINE
Occupation Title
O*NET-SOC CODE: RAPIDS CODE: 0661 HY

Related instruction - This instruction shall include, but not be limited to:

Related Education Schedule	Approximate Hours
FIRST YEAR APPRENTICE RELATED TRAINING SCHEDULE	
First Week of Training:	
Apprentice Program Benefits Orientation	2 Hours
Apprentice and Union Orientation	4 Hours
Back Safety	4 Hours
Hazard Communication Training	2 Hours
First Aid/CPR/AED	6 Hours
Employability Skills	4 Hours
Construction Math	8 Hours
Work Zone Safety/Flagger Certification	10 Hours
Total	40 Hours

The remaining 320 hours of additional required Apprentice Related Training, of which, 200 hours are mandatory during the first year of the Program and the outstanding 160 hours to be completed during the second year of the Program, will consist of the following courses:

Scaffold Builder	40 Hours
Concrete	40 Hours
30 Hour OSHA	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Environmental Awareness	40 Hours
Blueprint Reading	40 Hours
Burning	16 Hours
Pneumatic Tools	32 Hours
Total	320 Hours

Total Training Hours 360 Hours

Appendix B

CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM APPRENTICESHIP AGREEMENT



CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM

APPRENTICESHIP AGREEMENT

UNION OBLIGATIONS OF THE APPRENTICE

Participation in the apprentice program is contingent upon the apprentice meeting obligations to the Local Union to which he/she is assigned. Any apprentice not in good standing with the Local Union to which they were assigned, is not eligible for employment or to attend off-the-job related instruction or training.

OFF THE JOB RELATED INSTRUCTION AND TRAINING

All scheduled training classes will be conducted at the LiUNA Chicagoland Laborers' District Council Training and Apprentice Fund (or "Fund") in either the Carol Stream or the City of Chicago Training Facility, Monday through Friday, 7 am to 3:30 pm. It is the responsibility of the apprentice to verify which location each class will be taught.

ATTENDANCE

Apprentices must attend all off-the-job instruction and training as assigned and scheduled **whether they are working or not**. Appropriate notice will be given by mail to the apprentice of scheduled training dates. The apprentice **must confirm training dates with the training office and give their employer notice of the training dates as soon as possible**.

Apprentices must be on time for training classes and must be appropriately dressed. Appropriate work clothing includes work pants (no shorts), shirts with sleeves (long or short) and safety-toe boots. Apprentices should also dress appropriately for the weather conditions (hot, cold, etc.). Training will be conducted indoors and outdoors. Once hard hats, gloves and safety glasses are assigned to the apprentice they are responsible for bringing them to class each day.



VIOLATION ASSESSMENTS

An apprentice shall be considered **late** for training classes if the apprentice arrives 1–10 minutes past the starting time of the scheduled class.

An apprentice shall be considered **tardy** for training classes if the apprentice arrives 11-60 minutes past the starting time of the scheduled class.

An apprentice shall be considered **absent-unexcused** for training classes if the apprentice arrives more than 60 minutes past the starting time of the scheduled class; or does not attend a day of scheduled training; or leaves class without authorization.

An apprentice shall be considered **absent-excused** if the apprentice's absence from scheduled class is for personal medical reasons, a death in the immediate family, a court appearance or because of military obligations. **Written documentation substantiating the reason for the absence must be submitted to the Joint Apprenticeship and Training Committee (JATC) within one week of the absence.**

Any missed training will require the apprentice to promptly make up the time missed or repeat the entire class at the discretion of the Apprenticeship Directorship or Apprentice Coordinator. Certificates, training stipends and wage increases cannot be awarded until the apprentice completes the required training.

ASSESSMENT OF POINTS FOR RULE VIOLATIONS

<u>POINTS</u>	<u>VIOLATION</u>
1	Late hour reports (received after the 10 th of the month)
5	Late for scheduled class
10	Tardy for scheduled class
15	Absent-unexcused for scheduled class
10	Violation of JATC rule
10	Violation of CLTAF rule.

An apprentice will be placed on probation if 20 or more points are accumulated during a period of apprenticeship. An apprentice will be terminated from the apprenticeship program if 31 or more points are accumulated during a period of apprenticeship.

The first 500 hours of employment for all entering apprentices shall constitute a probationary period, which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the JATC or apprentice without stating a cause or hearing. After the probationary period, the agreement may be cancelled with good cause by the JATC.



PERIODS OF APPRENTICESHIP

An apprentice begins their two year term as an apprentice at 60% of Journeyworker wages.

They are required to complete 40 hours of initial training and:

In order to advance to the next level, first year, second 6 months (70%) the apprentice needs to have completed:

- 600 hours of on-the-job learning (OJL)
- 6 months from their acceptance date into the program
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, first 6 months (80%) the apprentice needs to have completed:

- A total of 1200 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, second 6 months (90%) the apprentice needs to have completed:

- A total of 1800 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to complete the apprentice program and advance to 100% Journeyworker rate, the apprentice needs to have completed:

- A total of 2400 hours (cumulative) OJL
- 6 months from their last level increase
- And their last 80 hours of instruction
- And must attend one Union meeting per quarter
- Introduction to Labor History I
- Introduction to Labor History II



RESPONSIBILITIES OF AN APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the job and in related instruction as may be required by the sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer or the Apprenticeship Agreement is terminated by the sponsor.
- D. Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the employer.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the Committee.
- F. Get along with other apprentices and journeyworkers and carry out the instruction given by supervisors.
- G. Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the standards.
- H. Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

*Affirmative action statement, work process schedule statement, training allowance and apprentice related instructional hour statement can be referenced in the Apprenticeship Standards for LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.



MISCELLANEOUS RULES

Apprentices shall immediately notify the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund by mail, in person or by calling 1-630-653-0006 of any change in address or telephone number.

If an apprentice fails to notify the Fund of a change of address and, as a result, does not attend scheduled classes because of not receiving notification to attend, that apprentice's absence from those classes shall be considered absent-unexcused.

An apprentice may not quit a job with a contractor, nor change contractors without approval from the Directorship of Apprenticeship.

An apprentice may be discharged from employment because of unsatisfactory work, improper conduct, indifference to rules and regulations or insubordination. During the apprentice's probationary period, such discharge will automatically result in termination from the apprentice program.

Apprentices laid off by their employer due to lack of work or reduction in workforce shall immediately notify the Director of Apprenticeship and their Local of such lay off.

Apprentices called back to work by the employer shall immediately notify the Apprentice Coordinator and their Local.

Apprentices shall complete monthly employment work reports and submit them by the 10th day of the following month to the Joint Apprenticeship Training Committee.

Apprentices must abide by all rules, regulations and conditions of application of the Fund.

Apprentices must abide by all requirements of the Apprenticeship Standards for Construction Craft Laborer (DOL #869-463-580).

Apprentices who fail to fulfill their mandatory quarterly union meeting attendance obligation will be assessed 10 violation points per quarter and will not receive any corresponding training stipends.



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Appendix C

AFFIRMATIVE ACTION PLAN

AFFIRMATIVE ACTION PLAN

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprenticeship Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

SECTION I - INTRODUCTION

The JATC enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The JATC hereby adopts the following nondiscriminatory pledge and the AAP.

This AAP is a supplement to the Apprenticeship Standards. Any changes made by the JATC will become part of this written AAP, once approved by the Registration Agency.

SECTION II - EQUAL OPPORTUNITY PLEDGE

The JATC commits to the following Equal Opportunity Pledge:

LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1).

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the JATC's labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet.)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

The JATC's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the JATC will set forth the specific steps they intend to take under each identified effort.** The JATC will identify a **significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

- A. X An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the JATC's equal opportunity policy. The period for accepting applications as established by the JATC is: _____

- B. Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C. Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. Internal communication of the JATC's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the JATC's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.
- E. Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the JATC may be required to work with other JATCs and appropriate community organizations. The JATC will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The JATC will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H. Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I. Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeymen as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

The Sponsor shall:

- 1) Participate in workshops for school and employment service counselors.
- 2) Cooperate and counsel with secondary and vocational school administrators concerning needs of the industry and how transition of female and minority group students from school to apprenticeship can best be accomplished.
- 3) Disseminate information within the industry to acquaint all involved with the goals of the apprenticeship program and to effect cooperation.
- 4) Cooperate with concerned minority and female organizations. They shall disseminate information to the general public detailing procedures for applying for admission to apprenticeship and how to respond.
- 5) Run newspaper advertisements in major newspapers and minority newspapers in all areas of jurisdiction, bi-annually.
- 6) Attempt to secure on public service time on radio and/or TV commonly identified with the minority community.
- 7) Adopt other acts deemed necessary by the sponsor to accomplish the goals desired.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The JATC will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

AFFIRMATIVE ACTION PLAN WORKFORCE ANALYSIS WORKSHEET

A. SPONSOR INFORMATION

Program Number:	IL017990001	
Name of Sponsor:	Chicagoland Laborers Training & Apprenticeship Fund	
Address:	1200 Old Gary Ave	
City/State/Zip Code:	Carol Stream, IL 60188	
Contact Person:	Paul Hoetzer	
Phone Number:	630-653-0006 Ext. 235	FAX Number: 630-653-2762
E-Mail Address:	paul.hoetzer@chicagolaborers.org	

B. OCCUPATIONAL INFORMATION

Occupational Title: *	Construction Craft Laborer	
RAPIDS Code:0661	O*NET/SOC Code: 47-2061.00	
Type of selection method used: Employer Referral		
Labor Market Area description: All 9 Counties in the Northeastern corner of Illinois		

C. LABOR MARKET AREA & OCCUPATIONAL PARTICIPATION DATA

C.1 Total Labor Force in Labor Market Area * 4,451,902		
Number of Women:	2,048,014	23 % of labor force
Number of Minorities:	1,848,591	42 % of labor force
C.2 Working Age Population in Labor Market Area *		
Number of Women:		% of labor force
Number of Minorities:		% of labor force
C.3 Apprentice Participation in Craft/Occupation in National Apprenticeship System **		
Number of Women:	31	16 % of apprentices
Number of Minorities:	81	42 % of apprentices
C.4 The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship in Program Sponsor's Labor Market Area. ***		
Number of Women:		
Number of Minorities:		

Resources for obtaining labor market information.

* http://www.census.gov/hhes/www/eeoindex/page_c.html

** RAPIDS Data available from Registration Agency.

*** Program Sponsors may use any reasonable method for determining the general availability of minorities and women with the present or potential capacity for apprenticeship, including relying on the data recorded in Section C.1 for "Total Labor Force", C.2 for "Working Age Population", and C.3 "Apprentice Participation in Particular Craft/Occupation" to propose the entries for "The General Availability of Minorities and Women."

D. SPONSOR'S WORKFORCE DATA

D.1 Total Number of Journey/Craft Workers Employed:	10,000	
Number of Women:		% of work force
Number of Minorities:		% of work force
D.2 Total Percentage of Apprentices or of Applicant Pool (depending on selection method used)		
Numerical percentage of Women apprentices or women in applicant pool:		%
Numerical percentage of Minority apprentices or minorities in applicant pool:		%

E. ADDITIONAL RESOURCE DATA FOR CONSIDERATION IN ESTABLISHING GOALS

Industry Source Data	Minority rate of participation	Female rate of participation
E.1 Registered Apprenticeship Partners Information Data System (RAPIDS): *		
E.2 EEOC Occupational Employment Data: **		

* Data available from Registration Agency

** <http://www.eeoc.gov/stats/jobpat/jobpat.html>

F. DETERMINATION OF UTILIZATION

Analysis	Yes	No
Minority Underutilization:		
Female Underutilization:		

G. SPONSOR'S GOALS:

The program sponsor proposes and agrees to make a good faith effort to attain the goal of selecting 31 % minorities and 24% women during the next EEO Review cycle. These goals will not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

The number of new apprentices to be hired during the next year (or selection period) is estimated to be: 60

Appendix D

QUALIFICATIONS AND SELECTION PROCEDURES

**QUALIFICATIONS AND SELECTION
PROCEDURES**

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR, part 60-3) or 29 CFR part 30. Note that selection procedures may need to be modified to provide reasonable accommodations to qualified individuals with disabilities.

SECTION I. - MINIMUM QUALIFICATIONS

Applicants seeking acceptance into the Apprentice Program of the LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund (the "Fund") must meet the following minimum qualifications:

A. Age

Applicants must be 18 years of age or older.

B. Education

Applicants must have at least a tenth grade education or higher or a GED or other high school equivalency.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in related instruction.

E. Driver's License

Applicants must have a valid driver's license.

F. Substance Abuse Testing

Applicants must pass a substance abuse test to be accepted into the Program.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

SECTION II. - APPLICATION and SELECTION PROCEDURES

An employer must refer newly hired employees for selection into the Apprenticeship Program consistent with the Collective Bargaining Agreement. Any employees referred to the Apprenticeship Program must meet the minimum qualifications identified above.

An employer may refer more than one new employee to the Apprenticeship Program provided that they do not exceed the specified ratio of six journeyworkers to one apprentice. The JATC may accept into the Program an individual who has been referred by an employer provided the employer has agreed to employ the individual and the employer further agrees to provide the on-the-job learning required by the Apprenticeship Program. An employee who is referred to the Apprenticeship Program and is accepted into the program must participate in an initial one-week safety training orientation at the first opportunity offered by the Apprenticeship Program. The offering of safety training orientation to new apprentices does not substitute for an employer's ordinary obligation to provide safe working conditions and appropriate direction to apprentices and journeyworkers in order to minimize the chance of injury.

Sponsoring employers must submit to the Fund the following documentation for all applicants prior to the date the applicant completes the Fund's application and submits to a substance abuse test:

1. Valid driver's license
2. Social Security card
3. Transcripts from high school showing completion of tenth grade or higher or, if applicable, other documentation demonstrating completion of a GED or other high school equivalency
4. Sponsorship letter from signatory employer

Applications will be accepted at locations within the jurisdiction of the Program as determined by the JATC. All applicants will be required to complete an application form. After completion of the application, the applicant will submit to a substance abuse test. After the applicant has taken the substance abuse test and completed the application and accompanying documentation, the Fund staff will review all the documentation and test results to determine whether the applicant satisfies the minimum qualifications set forth in Section I. Applicants who do not meet such qualifications or who cannot provide substantiating evidence for meeting such qualifications will be rejected from the Apprentice Program. A notice will be provided to the employer and the applicant if the applicant is rejected from the Program.

Applicants who are military veterans and who wish to receive credit for military training or experience must submit a form DD-214 to verify such military training and/or experience.

SECTION III. - NON-DISCRIMINATION POLICY, NON-HARASSMENT POLICY AND COMPLAINT PROCEDURES

A. Non-Discrimination Policy

The Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the

Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1). Any applicant or apprentice who feels the Fund discriminated against him or her may file a complaint under the procedures outlined below.

B. Non-Harassment Policy

The Fund will work to promote an environment in which all apprentices (1) feel safe, welcomed and treated fairly, (2) are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identify), sexual orientation, age (40 or older), genetic information, or disability and (3) are free from intimidation and retaliation. To that end, harassing conduct shall not be tolerated. Harassing conduct is unwelcome conduct that is based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment or apprenticeship, or 2) the conduct is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Any apprentice who is harassed, intimidated or retaliated against because of their protected status may file a complaint under the procedures outlined below.

C. Complaint Procedure

The Fund has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Fund will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An apprentice who feels harassed or intimidated or discriminated against based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability may initiate the complaint process by filing a complaint in writing with the Director of Apprenticeship. This complaint process is also available to any apprentice who feels he or she has been intimidated, threatened, coerced, retaliated against or discriminated against because he or she has (a) filed a complaint alleging a violation of Part 30 of Title 29, Subtitle A of the Federal Regulations ("Part 30"), (b) opposed a practice prohibited by the provisions of Part 30 or any other Federal or State equal opportunity law, (c) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under Part 30 or any Federal or State equal opportunity law; or (d) otherwise exercised any rights and privileges under the provisions of Part 30. (The provisions of Part 30 shall be available upon request. Part 30 is the part of the Federal Regulations dealing with equal employment opportunity in Apprenticeship.)
2. No formal action will be taken against any person under this policy unless the Director of Apprenticeship has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. If an instructor or other Fund staff becomes aware that harassment or discrimination is occurring,

either from personal observation or as a result of an apprentice's coming forward, the instructor should immediately report it to the Director of Apprenticeship.

3. Upon receiving a complaint or being advised by an instructor or other Fund staff that a violation of this policy may be occurring, the Director of Apprenticeship will notify the Fund and review the complaint with Fund counsel.
4. Within five working days of receiving the complaint, the Director of Apprenticeship will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
5. During the investigation, the Director of Apprenticeship, together with Fund counsel or other Fund employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Within 15 business days of the complaint being filed (or the matter being referred to the Director of Apprenticeship), the Director of Apprenticeship or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the Executive Director.
7. If it is determined that harassment or discrimination in violation of this policy has occurred, the Executive Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
8. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Apprenticeship may recommend appropriate preventive action.
9. Within five days after the investigation is concluded, the Director of Apprenticeship will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
10. The complainant and the respondent may submit statements to the Director of Apprenticeship challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the Director of Apprenticeship in which the findings of the investigation are discussed.
11. Within 10 days from the date the Director of Apprenticeship meets with the complainant and respondent, the Executive Director will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of Apprenticeship and/or other Fund staff as may be appropriate, and decide what action, if any, will be taken. The Director of Apprenticeship will report the Executive Director's decision to the complainant, the respondent and the instructors of the complainant and respondent. The Executive Director's decision will be in writing and will include findings of fact and a

statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

D. Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts, including the Office of Apprenticeship of the DOL as described below.

E. Right to Equal Opportunity

It is against the law for a sponsor of an Apprenticeship Program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If applicant or apprentice thinks that he or she has been subjected to discrimination, he or she may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the US Department of Labor Office of Apprenticeship.

By Mail:

U.S. Department of Labor Office of Apprenticeship 200 Constitution Ave., NW Washington, DC 20210

Att'n: Apprenticeship EEO Complaints

Or

Scan it and email it to ApprenticeshipEEOcomplaints@dol.gov.

Complainants may also contact the following individual:

Dean Guido

Acting State Director

USDOL/ETA/OA

230 South Dearborn Street, Rm. 656

Chicago, IL 60604

Telephone: 312-596-5500

FAX: 312-596-5501

E-Mail: Guido.Dean@dol.gov

Complainants may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government

section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability);
4. The complainant's signature or the signature of the complainant's authorized representative.

Who may file a complaint: Any individual who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may, personally or through an authorized representative, file a written complaint as described above.

SECTION IV. - MAINTENANCE OF RECORDS

The JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the original application for each applicant, information relative to the operation of the Apprenticeship Program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with the regulations at Title 29, CFR part 30, as may be required by the U.S. Department of Labor. Sponsoring employers shall maintain employment-related records of applicants and apprentices as required by law. The records pertaining to individual applicants, selected or rejected, will be maintained by the JATC in such manner as to permit the identification of minority and women (minority and non-minority) participants.

Each JATC must retain a statement of its AAP for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of Title 29, CFR part 30.4. Each JATC also must maintain evidence that its qualification standards have been validated in accordance with the requirements set forth in Title 29, CFR part 30.5(b).

Records related to each applicant and apprentice will be maintained for five (5) years from the date

of last action and made available upon request to the U.S. Department of Labor or other authorized representative.

 **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 ADAM CROW,
(Enter Name of Person Making Certification)

as CONTROLLER
(Enter Title of Person Making Certification)

and on behalf of ALECK PLUMBING,
(Enter Name of Business Organization)

certifies that Bidder is:

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

Federal Employer I.D. #: 36-3526617
(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 7-24-87
(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

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: _____

Brief Description of Program: _____

Applicable Trades Covered by Apprenticeship Programs: PLUMBERS LOCAL 130,
OPERATORS LOCAL 150, LABORERS LOCAL 5,
LABORERS LOCAL 75

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:

AC
Signature of Authorized Officer

Adam Crow
Name of Authorized Officer

Controller
Title

12-23-25
Date



BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

N/A

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

N/A

(5) Provide the date(s)[month/year] of engagement or expected engagement:

N/A

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: N/A

b. The name(s) of the preceding Vendor, if changed: N/A

Certification

The undersigned Matt Craven, as Superintendent and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Aleck Plumbing, certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: 

Date: 12/22/25

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwara

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O'Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020



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.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • 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. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input checked="" type="checkbox"/> Other: <u>\$5M Each Occurrence / \$5M Aggregate</u> EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

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 4th DAY OF February, 2026

Adam Crow
Signature

Adam Crow, Controller

Printed Name & Title

Authorized to execute agreements for:

Aleck Plumbing

Name of Company

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 04 25
Page 1 of 9

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 04 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

- (1) "Bodily injury"; or
- (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of "bodily injury", "property damage", notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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

Subject to the Each Occurrence Limit in Paragraph 5., 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 a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS**, 2. **Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- 1. Your officials;
- 2. Your trustees;
- 3. Your members;
- 4. Your board members;
- 5. Your commission members;
- 6. Your agency members;
- 7. Your insurance managers;
- 8. Your elective or appointed officers; and
- 9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) 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; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B. The insurance coverage afforded to the additional insureds in this coverage extension:
 - 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
 - 2. Only applies to the extent permitted by law; and
 - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. 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 purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent edition or its equivalent), then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

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If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:
 - a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. Only applies to the extent permitted by law; and
 - c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

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

 - (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.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under a. and b. above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under a. and b. above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS:**

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS:**

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

“Personal and advertising Injury” for which the insured has assumed liability in a contract or agreement arising out of an “advertisement”. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement”.

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of “suits” against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ADDITIONAL INSURED — AUTOMATIC STATUS

CYBER LIABILITY AND DATA BREACH RESPONSE
CB 79 08 06 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. **SECTION III — WHO IS AN INSURED**, is amended by the addition of the following:

8. An "additional insured", but only as respects "claims" against such person or entity for acts, errors or omissions of the "insured organization".

2. **SECTION XI — DEFINITIONS**, is amended by the addition of the following:

"Additional insured" means any person or entity that the "insured organization" has agreed in writing to add as an "additional insured" under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the "insured organization" would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such "claim" been made against the "insured organization".

3. **SECTION IV — EXCLUSIONS**, Paragraph 15. is amended by the addition of the following:

This exclusion will not apply to a "claim" made by an "additional insured".

All other terms and conditions of this Policy remain unchanged.

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ElitePac[®]
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - **Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - **Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - **Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

- 1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
- 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - **Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to SECTION II, A.1. - **Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

- 1. It is required in the written contract, written agreement or written permit identified in this section;
- 2. It is permitted by law; and
- 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - **Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

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SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

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- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**
 Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- 5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

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CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

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

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

- 1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
- 2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer worker” means a person who is not your “employee” and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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CONTRACTORS ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY
CXL 152 03 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. SECTION 1 - COVERAGES, Paragraph B. Exclusions is amended as follows:

1. The following is added to Paragraph 4.a.:
 - (3) Leased or rented to, used by, or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.
2. The following exclusions are added:
 - a. "Property Damage" arising out of:
 - (1) Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;
 - (2) The collapse of or structural injury to any building or structure due to:
 - (a) Grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (b) Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - (3) Injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any connected apparatus, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.
 - b. "Bodily injury" or "property damage":
 - (1) Arising out of your ongoing operations; or
 - (2) Included in the "products-completed operations hazard";
for any project in which you are involved, but only if you are enrolled in a "controlled (wrap-up) insurance

program" with respect to the "bodily injury" or "property damage" described in Paragraphs b.(1) and b.(2) above for such project.

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

- c. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services performed by or on behalf of the insured, including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services.

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 failure to render any professional service.

Paragraphs A.1. and A.2.a. and A.2.b. of this endorsement do not apply to the extent that coverage is provided for the insured by "underlying insurance."

B. The following definition is added to the Definitions section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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OTHER INSURANCE CONDITION FOR ADDITIONAL INSURED — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph **H. Other Insurance**:

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph **A.5.**, this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

- a. The additional insured is a Named Insured under such other insurance;
- b. The additional insured is included as an additional insured on an "underlying policy";
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

00000FS 2731372 055

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph M. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV — CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:
 - a. Waive any right of recovery against that person or organization; or
 - b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";
2. And:
 - a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and
 - b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to SECTION V — DEFINITIONS:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

00000FS 2731372 057

AMENDMENT TO WHO IS AN INSURED — ADDITIONAL INSUREDS

COMMERCIAL UMBRELLA LIABILITY
CXL 515 01 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION II — WHO IS AN INSURED is amended as follows:

- A. Paragraph **A.5.** is deleted in its entirety.
- B. The following is added:
- C. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **SECTION III — LIMITS OF INSURANCE**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

00000FS 2731372 065

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

With respect to all employees subject to the workers' compensation laws of the state of ILLINOIS, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of
Policy No. EIG 4888260 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 31283

Issued to ALECK PLUMBING, INC. Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative



Contractual Risk Transfer Evaluation Summary

Date 2/4/26

Vendor/Contractor Name: Aleck Plumbing , Inc.
 Contract/Project Name/ #: Eddy Fire Hydrant Replacement Project
 Contract Type: Contractor Prof. Srvs Goods Only MSA
 MSA Title _____
 Type of Work: Plumbing
 Contract/Project Summary: **Eddy Fire Hydrant Replacement Project**
 Policy Expiration Date: 12/14/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

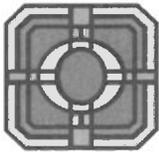
ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2026-0063

File ID: 2026-0063

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 01/12/2026

Agenda Entry: Eddy Fire Hydrant Replacement Project - RFP
25-070

Final Action: 01/19/2026

Title:

Notes:

Sponsors:

Res/Ord Date:

Attachments: RFP 25-070- Compliance Summary, Proposal Summary Sheet - Aleck Plumbing, Proposal Summary Sheet - Airy's Inc., Proposal Summary Sheet - Bisping Construction, Proposal Summary Sheet - IHC Construction Companies, Proposal Summary Sheet - Steve Spiess Construction, Proposal - Aleck Plumbing

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/12/2026	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/19/2026	APPROVED				Pass

Text of Legislative File 2026-0063

..Title

Eddy Fire Hydrant Replacement Project - RFP 25-070

History

In the 1960's, the Village specifications for hydrants called for the installation of Eddy fire hydrants manufactured by the Clow Valve Company of Chicago, Illinois. As time went on and the Village grew, the spec was switched to East Jordan Iron Works fire hydrants, and remains in place today.

The Village has over four thousand (4,000) East Jordan fire hydrants in its system. The

Utilities Department and Fire Department have had various complaints and issues with the legacy Eddy fire hydrants since they were installed. They open and close too fast, causing water main breaks in the areas where the hydrants are used for firefighting. The stems that operate the hydrants have a design flaw which causes the stem to break when trying to open. However, the biggest issue with the remaining Eddy hydrants is that it is very hard to get parts to repair them. If the Utilities Department needs to make a repair on an Eddy hydrant, they are dug up and replaced with an East Jordan hydrant.

The Utility department has budgeted for the remaining sixteen (16) Eddy fire hydrants remaining in the water distribution system to be replaced in 2026 with new East Jordan hydrants.

On December 4, 2025, RFP 25-070 was published on BidNet Direct, and closed on January 5, 2026. Courtesy emails were sent to six (6) vendors, twenty-six (26) vendors viewed and downloaded at least one of the documents, and five (5) proposals were received. The sealed proposals were opened by the Village Clerk's Office on January 5, 2026.

Aleck Plumbing, of Homewood, IL - \$207,707.00
Steve Spiess Construction, of Frankfort, IL - \$232,900.00
Bisping Construction, of New Lenox, IL - \$249,000.00
Airy's Inc., of Joliet, IL - \$252,228.00
IHC Construction Companies, LLC, of Elgin, IL - \$348,704.00

The proposals and contractors were reviewed by Public Works Staff, and Aleck Plumbing was found to be capable of performing the work. While the lowest, their price is almost double what the Village budgeted for this project during budget planning, as time and material costs have increased significantly since the Village had scoped out this project. However, the 2026 Utilities budget can absorb the additional cost.

Therefore, it is recommended that the proposal of \$207,707.00 from Aleck Plumbing, of Homewood, Illinois, be accepted along with a contingency of \$25,000.00 for a total contract price not to exceed \$232,707.00.

Financial Impact

Funds are available in account 5008150-443800 in the 2026 budget and is over the budgeted amount, but the Utility Department can offset the difference with lower pricing of other projects being awarded.

Recommended Action/Motion

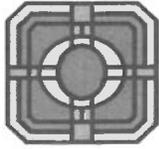
I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Aleck Plumbing, of Homewood, Illinois, as the lowest cost qualified responsive proposal for RFP #25-070- Eddy Fire Hydrant Replacement Project for a cost of \$207,707 plus a contingency of \$25,000.00 for a total not-to-exceed contract price of \$232,707.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Minutes

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,

Dina Lawrence, John Lawler and Joanna M. L. Leafblad

Monday, January 19, 2026

7:00 PM

Village Hall

Eddy Fire Hydrant Replacement Project - RFP 25-070

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AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Mary Ryan Norwell, Village Clerk

Recording Secretary

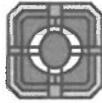
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

February 3, 2026

Matt Craven
Aleck Plumbing
18027 S. Crawford Ave.
Homewood, IL 60430

NOTICE OF AWARD – RFP 25-070 Eddy Fire Hydrant Replacement Project

Dear Mr. Craven,

This notification is to inform you that on January 19, 2026, the Village of Orland Park Board of Trustees approved awarding Aleck Plumbing the contract in accordance with the proposal you submitted dated January 2, 2026, for RFP 25-070 Eddy Fire Hydrant Replacement Project for an amount not to exceed \$207,707.00, plus a contingency of \$25,000.00, for a total not-to-exceed amount of two hundred thirty-two thousand seven hundred seven and 00/100 (\$232,707.00) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 18, 2026.

- Complete and return enclosed Insurance Requirements Form.
- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- Included is an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and securely. Additionally, the Village will send you an email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and submit electronically the EFT Authorization Form.
- Original Performance and Payment Bonds dated January 19, 2026, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

- Provide a name, phone number, and email address for your Accounts Receivable Department.
- Provide the name, title, and email address of the person authorized to execute contracts for your company.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6357 or e-mail me at pmclaughlin@orlandpark.org.

Sincerely,

A handwritten signature in cursive script that reads "Patrick McLaughlin". The signature is written in black ink and is positioned above the typed name.

Patrick McLaughlin
Utilities Operations Manager

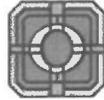
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

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Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

February 12, 2026

Matt Craven
Aleck Plumbing
18027 S. Crawford Ave.
Homewood, IL 60430

NOTICE TO PROCEED – RFP 25-070 Eddy Fire Hydrant Replacement Project

Dear Mr. Craven,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, insurance documents, and bonds in order for work to commence on the above stated project.

Please contact me at 708-403-6358 to arrange the commencement of the work.

The Village has processed Contract Number #20260072 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Patrick McLaughlin
Utilities Operations Manager

