**PROPOSER SUMMARY SHEET**
RFP #25-012
Catalina Subdivision 2025 Watermain Project

Business Name: M&J Underground Inc

Street Address: 26603 S Governors Hwy Suite 1

City, State, Zip: Monee, IL 60449

Contact Name: Janice Reading

Title: President

Phone: 708-534-6434 Fax: ______

E-Mail address: jan@mjunderground.com

**Price Proposal**

**GRAND TOTAL PROPOSAL PRICE** $ 9,780,601.20

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Janice Reading

Signature of Authorized Signee: Janice R

Title: President Date: 2/7/2025

**ORLAND PARK**

**CERTIFICATE OF COMPLIANCE**

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

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The undersigned Janice Reading,
*(Enter Name of Person Making Certification)*

as President
*(Enter Title of Person Making Certification)*

and on behalf of M&J Underground Inc,
*(Enter Name of Business Organization)*

certifies that Proposers is:

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

**Federal Employer I.D. #:** 36-4008030
(*or Social Security # if a sole proprietor or individual*)

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

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
_x_ Corporation Illinois *(State of Incorporation)* 2/24/1995 *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

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

**Minority-Owned [ ]**
**Women-Owned [x]**
**Veteran-Owned [ ]**
**Disabled-Owned [ ]**

**Small Business [ ]** (SBA standards)
**Prefer not to disclose [ ]**
**Not Applicable [ ]**

How are you certifying? **Certificates Attached [X]** **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 [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [x]
Not Applicable [ ]

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

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

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

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

5) **SEXUAL HARASSMENT POLICY COMPLIANT: Yes [x] No [ ]**

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

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

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No [ ]**

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

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) <u>PREVAILING WAGE COMPLIANCE</u>: Yes [x] No [ ]

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

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

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

8) <u>EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT:</u> Yes [x] 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, Proposer shall maintain full compliance with its requirements.

9) <u>PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:</u> Yes [x] No [ ]

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

**Name of A&T Program:** Local 5 laborers; Local 150 operators

**Brief Description of Program:** M&J utilizes operators through out the year in both of our construction locals. (Local 5 and Local 150).

10) TAX COMPLIANT: Yes [X] No [ ]

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

AUTHORIZATION & SIGNATURE:

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

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

ACKNOWLEDGED AND AGREED TO:

Janice R

Signature of Authorized Officer

Janice Reading

Name of Authorized Officer

President

Title

2/7/2025

Date

## REFERENCES

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

**Proposer's Name:** M&J Underground Inc
*(Enter Name of Business Organization)*

1. ORGANIZATION Village of Orland Park

   ADDRESS

   PHONE NUMBER

   CONTACT PERSON Michelle Heslin

   YEAR OF PROJECT 2023 Laguna Woods

2. ORGANIZATION City of Chicago Heights

   ADDRESS 1607 Chicago Road

   PHONE NUMBER 708-755-3118

   CONTACT PERSON Andrew Smith Jr

   YEAR OF PROJECT 2023 West Side Improvements

3. ORGANIZATION City of Oak Forest

   ADDRESS 15440 S Central Ave

   PHONE NUMBER 708-687-4050

   CONTACT PERSON Mike Salamowicz

   YEAR OF PROJECT 2023 Watermain Improvements

# 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. |
|---|---|
| **WORKERS' COMPENSATION & EMPLOYER LIABILITY**<br>Full Statutory Limits - Employers Liability<br>$500,000 – Each Accident<br>$500,000 – Each Employee<br>$500,000 – Policy Limit<br>**Waiver of Subrogation in favor of the Village of Orland Park**<br><br>**AUTOMOBILE LIABILITY** (ISO Form CA 0001)<br>$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.<br><br>**GENERAL LIABILITY** (Occurrence basis) (ISO Form CG 0001)<br>$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage<br>$2,000,000 – General Aggregate Limit<br>$1,000,000 – Personal & Advertising Injury<br>$2,000,000 – Products/Completed Operations Aggregate<br><br>**ADDITIONAL INSURED ENDORSEMENTS:**<br>*(Not applicable for Goods Only Purchases)*<br><br>• **ISO CG 20 10 or CG 20 26 (or Equivalent)** Commercial General Liability Coverage<br><br>• **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.<br><br>• **Blanket General Liability Waiver of Subrogation - Village of Orland Park** A provision that prohibits an insurer from pursing a third party to recover damages for covered loses. | **LIABILITY UMBRELLA** (Follow Form Policy)<br>☐ $1,000,000 – Each Occurrence<br>$1,000,000 – Aggregate<br><br>☐ $2,000,000 – Each Occurrence<br>$2,000,000 – Aggregate<br><br>☑ Other: $5,000,000 Each Occurence<br>EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability<br><br>**PROFESSIONAL LIABILITY**<br>☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date<br><br>☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date<br><br>☐ Other: ____________<br>Deductible not-to-exceed $50,000 without prior written approval<br><br>☐ **BUILDERS RISK**<br>Completed Property Full Replacement Cost Limits – Structures under construction<br><br>☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**<br>$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<br><br>☐ **CYBER LIABILITY**<br>$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage<br><br>☐ **CG 20 37 ADDITIONAL INSURED** – Completed Operations (Provide only if box is checked) |

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

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

ACCEPTED & AGREED THIS 7th DAY OF February, 2025

Janice R

Signature

Janice Reading, President

Printed Name & Title

Authorized to execute agreements for:

M & J Underground Inc

Name of Company

M&JUNDE-01 ERADECKY

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2025

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

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

PRODUCER
Acrisure Midwest Partners Insurance Services LLC
16805 W. Cleveland Avenue
New Berlin, WI 53151

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Phoenix Insurance Company | 25623 |
| INSURER B : St. Paul Protective Insurance Company | 19224 |
| INSURER C : Travelers Property Casualty Company of America | 25674 |
| INSURER D : Travelers Casualty Insurance Company of Americ | 19046 |
| INSURER E : Evanston Insurance Company | 35378 |
| INSURER F : | |

INSURED
M & J Underground, Inc.
P.O. Box 164
Monee, IL 60449

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | DT-CO-A1194631-PHX-24 | 11/1/2024 | 11/1/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | X | X | 810-8Y246049-24-26-G | 11/1/2024 | 11/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | CUP-A1202659-24-26 | 11/1/2024 | 11/1/2025 | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | X | UB-A1194968-24-26-G | 11/1/2024 | 11/1/2025 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Pollution | | | MKLV2ENV103611 | 7/11/2023 | 7/11/2025 | Limit Occ/Aggregate | 2,000,000 |

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

Re: RFP #25-012,2025 Catalina Subdivision 2025 Watermain Project Additional Insureds with respects to General Liability and Auto Liability when required by written contract on a primary and non-contributory basis: Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents. If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to General Liability, Auto Liability and Workers' Compensation. Umbrella follows form.

CERTIFICATE HOLDER
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE
Kurt V.

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

# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

**a.** You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

**b.** Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

**a.** Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

**b.** Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

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

**(a)** The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

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

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

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

**(3)** If neither Paragraph **(1)** nor **(2)** above applies:

**(a)** The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

**(b)** Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

**a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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

# XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries
B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
C. Incidental Medical Malpractice
D. Blanket Waiver Of Subrogation
E. Contractual Liability – Railroads
F. Damage To Premises Rented To You

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** An organization other than a partnership, joint venture or limited liability company; or

**b.** A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   **b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   **(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   **(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   **Sale Of Pharmaceuticals**

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   **c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

**a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or

**b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**c. Method Of Sharing**

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

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

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

**(1)** The "bodily injury" or "property damage" for which coverage is sought occurs; and

**(2)** The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

**a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.

**b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;

**b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

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

**a.** As if each Named Insured were the only Named Insured; and

**b.** Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

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

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

## SECTION V – DEFINITIONS

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

**a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and

**b.** Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

**PROVISIONS**

A. **BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. **BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. **EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   **b.** 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 in an "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".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   **(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   **(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or

**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-A1194968-24-26-G

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

# EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.**

**COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

**SECTION I – COVERAGES**

**A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

4. For the purposes of Paragraph **1.** above:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

      **(1)** Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

  

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

**(2)** Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

**(3)** Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

**b.** If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

**5.** When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

**B. COVERAGE B – UMBRELLA LIABILITY**

**1.** We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

**2.** Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

**a.** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

**b.** The "bodily injury" or "property damage" occurs during the policy period; and

**c.** Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY,** of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**3.** Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

**4.** The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

**5.** "Bodily injury" or "property damage":

**a.** Which occurs during the policy period; and

**b.** Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B –**

ORLAND PARK

**Unit Price Sheet**

**RFP 25-012**

**Catalina Subdivision 2025 Watermain Improvements Project**

Proposer agrees to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the Catalina Subdivision 2025 Watermain Improvements Project in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | Cost |
|---|---|---|---|---|---|
| 20101100 | TREE TRUNK PROTECTION | EACH | 200 | $ 123.00 | $ 24,600.00 |
| 20101200 | TREE ROOT PRUNING | EACH | 200 | $ 92.30 | $ 18,460.00 |
| *20200100 | EARTH EXCAVATION | CU YD | 15,708 | $ 32.60 | $ 512,080.80 |
| 21101625 | TOPSOIL FURNISH AND PLACE, 6" | SQ YD | 15,491 | $ 1.60 | $ 24,785.60 |
| 25000100 | SEEDING, CLASS 1 | ACRE | 3 | $ 4,961.00 | $ 15,875.20 |
| 25100630 | EROSION CONTROL BLANKET | SQ YD | 15,491 | $ 1.55 | $ 24,011.05 |
| 25200100 | SODDING | SQ YD | 1,332 | $ 12.80 | $ 17,049.60 |
| 25200200 | SUPPLEMENTAL WATERING | UNIT | 404 | $ 0.01 | $ 4.04 |
| 28000400 | PERIMITER EROSION BARRIER | FOOT | 2,278 | $ 3.05 | $ 6,947.90 |
| 31101600 | SUBBASE GRANULAR MATERIAL, TYPE B 8" | SQ YD | 350 | $ 12.00 | $ 4,200.00 |
| 40201000 | AGGREGATE FOR TEMPORARY ACCESS | TON | 100 | $ 46.70 | $ 4,670.00 |
| 42300200 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH | SQ YD | 390 | $ 79.00 | $ 30,810.00 |
| 42400200 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SQ FT | 1,209 | $ 11.80 | $ 14,266.20 |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 134 | $ 21.70 | $ 2,907.80 |
| 44000200 | DRIVEWAY PAVEMENT REMOVAL | SQ YD | 514 | $ 19.90 | $ 10,228.60 |
| 44000600 | SIDEWALK REMOVAL | SQ FT | 1,209 | $ 3.05 | $ 3,687.45 |
| 44201676 | CLASS D PATCHES, TYPE IV, 2 INCH | SQ YD | 14,772 | $ 18.70 | $ 276,236.40 |
| 50100100 | REMOVAL OF EXISTING STRUCTURES | EACH | 11 | $ 1,193.00 | $ 13,123.00 |
| 55100200 | STORM SEWER REMOVAL 6" | FOOT | 1,823 | $ 1.70 | $ 3,099.10 |
| 55100400 | STORM SEWER REMOVAL 10" | FOOT | 40 | $ 1.75 | $ 70.00 |
| 55100500 | STORM SEWER REMOVAL 12" | FOOT | 736 | $ 1.85 | $ 1,361.60 |
| 55100700 | STORM SEWER REMOVAL 15" | FOOT | 135 | $ 2.05 | $ 276.75 |
| 55100900 | STORM SEWER REMOVAL 18" | FOOT | 231 | $ 2.40 | $ 554.40 |
| 55101100 | STORM SEWER REMOVAL 21" | FOOT | 153 | $ 3.05 | $ 466.65 |
| 55101200 | STORM SEWER REMOVAL 24" | FOOT | 451 | $ 3.55 | $ 1,601.05 |
| 55101300 | STORM SEWER REMOVAL 27" | FOOT | 73 | $ 6.75 | $ 492.75 |
| 55101400 | STORM SEWER REMOVAL 30" | FOOT | 667 | $ 5.15 | $ 3,435.05 |
| 55106005 | STORM SEWER INSTALLATION 4" | FOOT | 126 | $ 82.50 | $ 10,395.00 |
| 55106025 | STORM SEWER INSTALLATION 12" | FOOT | 118 | $ 68.10 | $ 8,035.80 |
| 55106080 | STORM SEWER INSTALLATION 36" | FOOT | 287 | $ 154.00 | $ 44,198.00 |
| 56100015 | DUCTILE IRON WATER MAIN TEE, 8" X 6" | EACH | 35 | $ 1,138.00 | $ 39,830.00 |
| 56100020 | DUCTILE IRON WATER MAIN TEE, 8" X 8" | EACH | 7 | $ 1,534.00 | $ 10,738.00 |
| 56100050 | DUCTILE IRON WATER MAIN TEE, 12" X 6" | EACH | 9 | $ 1,829.00 | $ 16,461.00 |
| 56100055 | DUCTILE IRON WATER MAIN TEE, 12" X 8" | EACH | 7 | $ 2,200.00 | $ 15,400.00 |
| *56103000 | DUCTILE IRON WATER MAIN 6" | FOOT | 460 | $ 102.00 | $ 46,920.00 |
| *56103100 | DUCTILE IRON WATER MAIN 8" | FOOT | 17,268 | $ 113.00 | $ 1,951,284.00 |
| *56103300 | DUCTILE IRON WATER MAIN 12" | FOOT | 3,767 | $ 154.00 | $ 580,118.00 |
| *56105000 | WATER VALVES 8" | EACH | 18 | $ 2,594.00 | $ 46,692.00 |
| *56105200 | WATER VALVES 12" | EACH | 4 | $ 4,028.00 | $ 16,112.00 |
| 56109400 | DUCTILE IRON WATER MAIN FITTINGS 8" 11.25 DEGREE BEND | EACH | 8 | $ 315.00 | $ 2,520.00 |
| 56109401 | DUCTILE IRON WATER MAIN FITTINGS 8" 22.5 DEGREE BEND | EACH | 2 | $ 972.00 | $ 1,944.00 |
| 56109420 | DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND | EACH | 85 | $ 977.00 | $ 83,045.00 |
| 56109424 | DUCTILE IRON WATER MAIN FITTINGS 12" 45 DEGREE BEND | EACH | 10 | $ 1,697.00 | $ 16,970.00 |
| *56400500 | FIRE HYDRANTS TO BE REMOVED | EACH | 37 | $ 1,174.00 | $ 43,438.00 |
| *56400810 | FIRE HYDRANT EXTENSION | FOOT | 2 | $ 1,114.00 | $ 2,228.00 |
| *56400825 | FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE | EACH | 44 | $ 9,546.00 | $ 420,024.00 |
| 60200105 | CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID | EACH | 2 | $ 3,753.00 | $ 7,506.00 |

| | | | | | |
|---|---|---|---|---|---|
| 60203805 | CATCH BASINS, TYPE A, 5' DIAMETER, TYPE 1 FRAME, OPEN LID | EACH | 1 | $ 5,416.00 | $ 5,416.00 |
| 60221100 | MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 1 | $ 5,646.00 | $ 5,646.00 |
| 60223700 | MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, OPEN LID | EACH | 6 | $ 9,046.00 | $ 54,276.00 |
| 60223800 | MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 9 | $ 9,046.00 | $ 81,414.00 |
| 60234200 | INLETS, TYPE A, TYPE 1 FRAME, OPEN LID | EACH | 1 | $ 2,102.00 | $ 2,102.00 |
| 60248900 | VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 22 | $ 4,338.00 | $ 95,436.00 |
| 67100100 | MOBILIZATION | L SUM | 1 | $ 276,340.66 | $ 276,340.66 |
| 70102620 | TRAFFIC CONTROL AND PROTECTION, STANDARD 701501 | L SUM | 1 | $ 25,753.00 | $ 25,753.00 |
| 70102635 | TRAFFIC CONTROL AND PROTECTION, STANDARD 701701 | L SUM | 1 | $ 1.00 | $ 1.00 |
| 70102640 | TRAFFIC CONTROL AND PROTECTION, STANDARD 701801 | L SUM | 1 | $ 1.00 | $ 1.00 |
| 78000200 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | 175 | $ 5.65 | $ 988.75 |
| 78000650 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 400 | $ 12.80 | $ 5,120.00 |
| *X0324878 | ADJUSTING SANITARY SEWER SERVICE LINE | EACH | 392 | $ 104.00 | $ 40,768.00 |
| *X0325379 | DIRECTIONAL BORING | FOOT | 210 | $ 72.20 | $ 15,162.00 |
| *X0326806 | WASHOUT BASIN | L SUM | 1 | $ 1,230.00 | $ 1,230.00 |
| *X1200043 | PRECAST CONCRETE JUNCTION CHAMBER | EACH | 4 | $ 36,386.00 | $ 145,544.00 |
| *X1200246 | WATERMAIN CASING PIPE | FOOT | 30 | $ 141.00 | $ 4,230.00 |
| *X2010410 | TREE TRIMMING | EACH | 200 | $ 25.60 | $ 5,120.00 |
| *X2080250 | TRENCH BACKFILL (SPECIAL) | CU YD | 21,732 | $ 42.60 | $ 925,783.20 |
| *X2130010 | EXPLORATION TRENCH (SPECIAL) | FOOT | 150 | $ 103.00 | $ 15,450.00 |
| *X4060280 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" | SQ YD | 124 | $ 38.90 | $ 4,823.60 |
| *X5510308 | SANITARY SEWER REMOVAL 8" | FOOT | 532 | $ 6.00 | $ 3,192.00 |
| *X5510310 | SANITARY SEWER REMOVAL 10" | FOOT | 21 | $ 48.30 | $ 1,014.30 |
| *X5630706 | CONNECTION TO EXISTING WATER MAIN 6" | EACH | 3 | $ 5,815.00 | $ 17,445.00 |
| *X5630708 | CONNECTION TO EXISTING WATER MAIN 8" | EACH | 3 | $ 5,663.00 | $ 16,989.00 |
| *X5630712 | CONNECTION TO EXISTING WATER MAIN 12" | EACH | 5 | $ 6,485.00 | $ 32,425.00 |
| *X6026622 | VALVE VAULTS TO BE REMOVED | EACH | 10 | $ 4,692.00 | $ 46,920.00 |
| *XX000679 | CUT AND CAP EXISTING WATER MAIN | EACH | 6 | $ 4,638.00 | $ 27,828.00 |
| *XX004774 | BRICK DRIVEWAY REMOVAL AND REPLACEMEN | SQ YD | 27 | $ 231.00 | $ 6,237.00 |
| *XX007037 | SAFETY FENCE | FOOT | 2,100 | $ 3.60 | $ 7,560.00 |
| *XX009049 | REMOVE AND REPLACE CURB AND GUTTER (SPECIAL) | FOOT | 6,730 | $ 33.90 | $ 228,147.00 |
| *Z0013797 | STABILIZED CONSTRUCTION ENTRANCE | EACH | 1 | $ 2,500.00 | $ 2,500.00 |
| *Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1 | $ 20,397.00 | $ 20,397.00 |
| *Z0056603 | STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH | FOOT | 1,823 | $ 65.30 | $ 119,041.90 |
| *Z0056608 | STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH | FOOT | 40 | $ 136.00 | $ 5,440.00 |
| *Z0056608 | STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH | FOOT | 842 | $ 120.00 | $ 101,040.00 |
| *Z0056610 | STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH | FOOT | 135 | $ 142.00 | $ 19,170.00 |
| *Z0056612 | STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH | FOOT | 193 | $ 160.00 | $ 30,880.00 |
| *Z0056614 | STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH | FOOT | 153 | $ 217.00 | $ 33,201.00 |
| *Z0056616 | STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH | FOOT | 493 | $ 181.00 | $ 89,233.00 |
| *Z0056618 | STORM SEWER (WATER MAIN REQUIREMENTS) 27 INCH | FOOT | 41 | $ 314.00 | $ 12,874.00 |
| *Z0056622 | STORM SEWER (WATER MAIN REQUIREMENTS) 36 INCH | FOOT | 1,653 | $ 309.00 | $ 510,777.00 |
| *Z0056900 | SANITARY SEWER 8" (WATER MAIN QUALITY) | FOOT | 516 | $ 137.00 | $ 70,692.00 |
| *N/A | 12" FLARED END SECTION WITH GRATE | EACH | 1 | $ 871.00 | $ 871.00 |
| *N/A | 36" FLARED END SECTION WITH GRATE | EACH | 3 | $ 2,419.00 | $ 7,257.00 |
| *N/A | AS-BUILT DRAWINGS | L SUM | 1 | $ 6,662.00 | $ 6,662.00 |

| | | | | | |
|---|---|---|---|---|---|
| *N/A | ASPHALT PATH REMOVAL & REPLACEMENT | SQ YD | 7 | $ 111.00 | $ 777.00 |
| *N/A | CASING PIPE | FOOT | 30 | $ 141.00 | $ 4,230.00 |
| *N/A | GABION MATTRESS | CU YD | 73 | $ 442.00 | $ 32,266.00 |
| *N/A | ITEMS ORDERED BY ENGINEER | DOLLAR | 100,000 | $ 1.00 | $ 100,000.00 |
| *N/A | PLUG AND BLOCK EXISTING SEWER | EACH | 2 | $ 4,570.00 | $ 9,140.00 |
| *N/A | PRECAST CONCRETE BOX CULVERT END SECTION - 3'X6' WITH GRATE | EACH | 1 | $ 11,460.00 | $ 11,460.00 |
| *N/A | REMOVE EXISTING BASEBALL FIELDS | L SUM | 1 | $ 2,095.00 | $ 2,095.00 |
| *N/A | SANITARY SEWER 8" (DUCTILE IRON) | FOOT | 16 | $ 246.00 | $ 3,936.00 |
| *N/A | SANITARY SEWER 10" (WATER MAIN QUALITY) | FOOT | 21 | $ 214.00 | $ 4,494.00 |
| *N/A | STORM SEWER, 3'x6' BOX CULVERT | FOOT | 1,035 | $ 686.00 | $ 710,010.00 |
| *N/A | WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1" | EACH | 133 | $ 2,480.00 | $ 329,840.00 |
| *N/A | WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1" | EACH | 259 | $ 3,840.00 | $ 994,560.00 |
| *N/A | WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1 1/2" | EACH | 1 | $ 2,610.00 | $ 2,610.00 |
| *N/A | WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1 1/2" | EACH | 1 | $ 4,826.00 | $ 4,826.00 |
| *N/A | WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 2" | EACH | 11 | $ 5,709.00 | $ 62,799.00 |
| | | | | | |
| | | | | ****GRAND TOTAL BID PRICE** | $ 9,780,601.20 |

NOTES:
**Special Provision exists, see Exhibit B*

***Please enter Total Cost on Bidder Summary Sheet*

Proposer: Janice Reading, President

Firm Name: M+J Underground Inc

Signed: Janice R

Title: President

Dated: 2/7/2025

# M & J Underground, Inc.

Phone 708-534-6434
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www.mjunderground.com

PO Box 164
Monee, IL 60449


Orland Park
RFP #25-012
Catalina Subdivision 2025 Watermain Project

Technical Proposal

# Experience

M&J Underground brings extensive experience and a proven track record in completing water main and infrastructure improvement projects similar in scope and complexity to RFP #25-012 Catalina Subdivision 2025 Watermain Project. Our history of delivering high-quality results on time and within the budget positions us as an ideal contractor for this critical initiative. Notable recent projects that demonstrate our expertise include:

1. **Village of Orland Park – 2023 Laguna Woods Project**
   M&J Underground successfully completed the improvements as outlined in the Scope of Work for project 2023 Laguna Woods Subdivision Roadway and Ditch Grading Improvements. The project scope consisted of street cross section reconstruction, ditch regrading, driveway pavement removal and replacement, storm sewer culvert removal and replacement, and concrete shoulder construction, multi-use path improvements and landscape restoration. Our team worked closely with local authorities to ensure minimal disruption to residents while adhering to strict deadlines and maintaining the highest quality standards.
2. **City of Chicago Heights – 2023 West Side Improvements**
   This project involved the replacement and upgrade of critical water main infrastructure on the west side of Chicago Heights. M&J Underground provided comprehensive services, including traffic control, excavation, pipe installation, and site restoration. Our ability to coordinate with municipal departments, utility companies, and residents ensured the seamless execution of the project. The end result improved water distribution, enhanced system reliability, and met all city requirements.
3. **City of Oak Forest – 2023 Watermain Improvements**
   For this project, M&J Underground was tasked with replacing existing water mains and upgrading service lines throughout various neighborhoods. The project included the installation of high-quality materials to improve water flow and reliability, as well as full site restoration. Our team's meticulous planning and execution allowed us to complete the project efficiently while maintaining open communication with city officials and residents to address any concerns promptly.

Across all these projects, M&J Underground demonstrated the following key strengths:

- **Extensive Experience in Water Main Construction:** Expertise in installing, upgrading, and replacing water main systems while minimizing impact on the community.
- **Efficient Project Management:** Careful scheduling and resource allocation ensured timely completion of all projects, even when facing tight timelines.
- **Quality Workmanship:** Commitment to delivering durable, high-quality infrastructure improvements that meet or exceed industry standards.
- **Strong Community and Stakeholder Engagement:** Effective communication with local authorities, residents, and utility providers to ensure smooth operations and address any issues proactively.
- **Safety and Compliance:** Adherence to OSHA regulations and local codes, with a focus on maintaining a safe work environment for our crews and the public.

Our extensive involvement in similar projects demonstrates M&J Underground's ability to deliver the Catalina Subdivision 2025 Watermain Project successfully. We are confident in our ability to meet and exceed the expectations of this RFP while contributing to the long-term improvement of the community's infrastructure.

# Operating History

Founded in 1990, M&J Underground Inc. has been a trusted provider of site utility and underground construction services for communities in the greater Chicago area. With over three decades of experience, M&J has established itself as a leader in the industry by delivering high-quality solutions to clients of all sizes.

M&J Underground specializes in a wide range of services, including hydro excavation, septic installation and repair, sewer cleaning and jetting, and the installation and repair of sanitary sewers, storm sewers, water mains, and waterlines. This breadth of expertise enables M&J to address diverse project needs with precision and efficiency.

The company has built a strong reputation for its swift response times and superior service quality. M&J has become a prominent partner for municipalities, providing timely and effective solutions for emergency water main repairs and sewer breaks under time and materials contracts. Beyond emergency services, M&J is a trusted contractor for larger municipal road and infrastructure improvement projects, where its technical expertise and commitment to excellence consistently deliver outstanding results.

With a focus on reliability, innovation, and customer satisfaction, M&J Underground continues to play a vital role in enhancing the infrastructure of local communities.

Qualification

# M & J Underground, Inc.

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PO Box 164
Monee, IL 60449

JOSH READING – OWNER/OFFICER

Graduated Eastern Illinois University with a Bachelor of Business Management in 2001. From then on as a hands-on owner and equipment operator, Josh provides operational vision and leadership for the company and fosters a culture of excellence at all levels of the organization. Working with the leadership team, Josh defines priorities for all aspects of operational performance improvement and drives those improvements throughout the organization. He ensures operational efficiency and safety across the company's divisions, positioning it for financial strength and continued and sustainable growth.

Josh has completed the OSHA 30-hour training program, Competent Person Training, Excavation and Trenching for the Competent Person and Confined Space Training and is also certified in Construction Quality Management for Contractors through the USACE course. As SSHO will be responsible for daily inspections, written log, mishaps/deficiencies, implement and enforce APP and AHA's and ensure sub- contractor compliance with all requirements.

Relevant Projects as Site Safety Officer:

- 2024 – Town of St John IN Acorn Drive Water, Sanitary & Roadway Improvements $1,344,853
- 2024 – Village of Orland Park IL Laguna Woods Road & Ditch Improvement $2,920,200
- 2024 – City of Oak Forest IL 2022 Water Main Improvements $4,239,930
- 2023 – Village of Phoenix IL 7th Avenue Watermain Replacement - $390,350
- 2023 – Village of Romeoville, IL Hudson Avenue/Vétérans Pkwy – WM & PRV $461,000
- 2023 – Village of Monee IL Sunset Drive Watermain Extension - $619,540
- 2023 – City of Chicago Heights IL West Side Drainage Program $4,136,150
- 2022 – Village of Beecher IL Gould Street Watermain Improvement - $1,222,300
- 2021-Village of Park Forest IL Dogwood St. Watermain Improvement - $650,000
- 2017 – Aqua, IL Water Transmission Main to University Park Bid Pkg #2 - $2,718,513
- 2017 – Village of Flossmoor IL Watermain Improvement Program Phase 2C - $551,743
- 2016 – Aqua, IL Water Transmission Main to University Park Bid Pkg #1 - $1,702,821
- 2016 – Village of Monee IL Egyptian Trail Watermain Replacement - $1,117,881
- 2016 – Village of Richton Park IL Churchill Dr Watermain Replacement - $403,045
- 2015 – Village of Crete Old Monee Rd Extension $821,630
- 2014 – Village of Flossmoor IL Watermain Improvement Program Phase 2B - $1,281,419
- 2013 – Village of Flossmoor IL Watermain Improvement Program Phase 1A - $1,427,487

## SUPERINTENDENT

**Shannon Artman**

**SHANNON ARTMAN – Superintendent** - Graduated Eastern Illinois University with a Bachelors of FCS in 2002 upon which time he came to work at M & J Underground, Inc.

He was promoted to Superintendent in November of 2005 and since that time has been providing both office and field supervision over crews involved in the installation, maintenance, and repair of underground water and sewer services. He directs our municipality division, coordinating all work with local villages, townships, public works and related departments.

Shannon has completed the OSHA 30-hour, OSHA 10-hour training program, Competent Person Training, Confined Space Training and 10-hour Work Zone Safety and is also certified in Construction Quality Management for Contractors through the USACE course. As QC Manager, he will be responsible for overall management of the CQC System and have the authority to act in all CQC matters.

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**PROJECT SUPERINTENDENT**
**Tom Pleckham**

**Tom Pleckham – Superintendent for Large projects Underground Division** – brings over 20 years of expertise as a heavy equipment operator, combined with more than 15 years in a supervisory role. As Superintendent of Large Projects for the Underground Division, Tom oversees the safe and efficient execution of field operations. His responsibilities include managing crews to ensure optimal workflow, verifying the availability of necessary materials and equipment, addressing safety needs and concerns, and serving as a critical liaison between the field, office, and clients.

Tom has extensive experience collaborating with project inspectors, contractors, architects, engineers, municipal officials, and clients, ensuring seamless communication and project coordination. His leadership ensures that projects are completed safely, on schedule, and to the highest standards.

A proud member in good standing of Local 150 Operating Engineers, Tom holds certifications in Excavation and Trenching as a Competent Person and in Fall Protection, further underscoring his commitment to safety and professional excellence.

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**Superintendent**

**Jonathan White – Superintendent**

Jonathan White has been an integral part of M&J Underground since June 2016, where he serves as Superintendent. In this role, Jonathan is responsible for overseeing quality control, ensuring project deadlines are met, managing material procurement, and meticulously planning the construction process. His expertise and leadership contribute significantly to the successful delivery of projects.

Before joining M&J Underground, Jonathan worked with Dykstra Concrete as a laborer from June 2010 to June 2016. This experience provided him with a solid foundation in construction practices, particularly in concrete operations, and laid the groundwork for his transition into a supervisory role.

Jonathan holds several professional certifications that underscore his dedication to safety and technical excellence, including OSHA 30-Hour Safety Awareness Training, Flagger Certification, and an AC1 Concrete Field-Testing License. He has also completed advanced training in 6PS Trimble and Topcon systems, enhancing his capabilities in leveraging construction technology.

As a proud member of Laborers Union Local 5, Jonathan remains committed to upholding industry standards and advancing his expertise. His blend of experience, certifications, and technical knowledge ensures that M&J Underground's projects are executed safely, efficiently, and with the highest level of quality.

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## Project Manager

**Wayne Anderson- Project Manager- Underground, Estimating**

Wayne has over 30 years of construction experience in various disciplines of the industry. Spent over 25 years working mostly in the City of Chicago area with a few General Contractors on residential and commercial projects. Wayne was a Project Superintendent and then promoted to Project Manager. Such projects ranged from condominium buildings, single family homes, and apartments buildings, to restaurants, live music venue, and Wrigley Rooftop. Working with multiple clients on different projects afforded the opportunity to do work in New York, Washinton DC, and multiple states in the Midwest.

As Project Manger for M&J Underground, Wayne is involved in all aspects of the underground projects. This includes JULIE locates, plan review, scheduling, budget management, and coordination with clients, subcontractors, and suppliers to ensure timely and cost-effective completion of each project while maintaining safety, quality, and professional standards. Pre-construction meetings, weekly progress meetings, and on-site conferences to discuss conflicts and production is standard practice for most projects. He is the main liaison between municipalities/clients/engineers and architects from beginning to end.

Wayne is currently a member in good standing with Local 5 Laborers Union, has completed OSHA 30-hour training, Fall Protection, Pipeline Emergency Response and Damage Prevention Training Program, and JULIE Damage Prevention Classes.

Wayne continues to strive in building and maintaining strong relationships with municipalities and clients through good communication, a high standard of quality, and a safe professional environment.

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## SAFETY COMPLIANCE

**Derek Van Tichelt**

**Derek VanTichelt – Safety Compliance**
Derek Van Tichelt brings 25 years of experience working in the equipment and construction industry, having held various leadship positions with a focus on safety, health, and environmental compliance. Derek is a veteran of the United States Army, Derek combines military discipline with extensive industry expertise to ensure operational excellence and adherence to regulatory standards. Derek holds a BA from Purdue University and an MBA from Indiana University. Derek also has several professional certifications , demonstrating his commitment to maintaining a safe and efficient work environment. These certifications include:

- OSHA 40 Hour Card
- CPR Certificate
- Combat Lifesaver Trained
- Defensive Driving Certificate
- Blood Borne Pathogen Certification - Train the Trainer Certified
- Fork Lift Training and Certification - Train the Trainer Certified
- Hazmat Security Awareness Certification - Train the Trainer Certified
- Lock Out-Tag Out Certification - Train the Trainer Certified

Presently, Derek dedicates approximately 50% of his time to overseeing compliance with safety regulations, conducting employee safety training, identifying and mitigating workplace hazards, advising on effective safety measures, performing comprehensive risk assessments, and fostering a strong culture of health and safety within the organization.

Derek reports directly to Josh Reading and plays a critical role in promoting safe practices and ensuring the well-being of employees across all levels of the company.

# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*
**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, THAT WE M&J Underground, Inc.
26603 Governors Highway Monee, IL 60449
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park
14700 S Ravinia Ave Orland Park, IL 60462
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars ($ 10% ),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #25-012 - Catalina Subdivision 2025 Watermain Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of February , 2025

Roxanne K Robertson
(Witness)

M&J Underground, Inc.
*(Principal)* *(Seal)*
By: Janice R Pres
*(Title)*

(Witness)

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Employers Mutual Casualty Company
*(Surety)* *(Seal)*
By: William P. Maher
*Attorney-in-Fact* William P. Maher *(Title)*

Surety Phone No. 515-280-2511

G-23208-B ss.

STATE OF Illinois

COUNTY OF Cook

I, Laura Priester Notary Public of Cook County,

in the State of Illinois , do hereby certify that William P. Maher

Attorney-in-Fact, of the Employers Mutual Casualty Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Employers Mutual Casualty Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine

in said County, this 7th day of February A.D., 2025

Notary Public Laura Priester

My Commission expires: May 13, 2025

OFFICIAL SEAL
LAURA PRIESTER
Notary Public, State of Illinois
Commission No. 931975
My Commission Expires May 13, 2025

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**William P. Maher**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : M&J Underground, Inc.
Obligee : Village of Orland Park

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA
UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA
EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA
EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA
DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA
EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

Scott R. Jean

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of February, 2025.

Ryan J. Springer

Vice President



"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

# HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

## M & J Underground Inc

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

| |
|---|
| Majority Female Owner: Janice Reading |
| NAICS: 237110, 237310, 238110, 238910, 238990<br>UNSPSC: 20111610, 72141000, 72141120, 83101500 |
| Certification Number: WOSB190130 |
| Renewal Date: January 31, 2024 |
| WOSB Regulation Expiration Date: 01/31/2026 |

WOMEN'S BUSINESS DEVELOPMENT CENTER

Emilia DiMenco

Emilia DiMenco, Women's Business Development Center - Midwest President & CEO

Pamela A. Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

LaKesha White

LaKesha White, Vice President, Certification

Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600



Richard L. Martinez, Jr., ECMCA
Acting Diversity Administrator

312.751.4034 f: 312.751.4440
martinezr@mwrd.org

May 26, 2023

Janice Reading
**M & J Underground, Inc.**
26603 Governors Highway
Monee, IL 60449

Vendor Number: **5017793**

**Dear Janice Reading:**

The result of our review concludes that **M & J Underground, Inc.** is certified as a **WBE** eligible to fulfill **WBE** requirements on Metropolitan Water Reclamation District of Greater Chicago (District) contracts. Your firm is certified as of **May 26, 2023**.

It is your firm's obligation to apply for re-certification no later than **June 1, 2025.** Re-certification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's MBE, WBE or VBE status. ***An additional in-depth review will be made if your company is listed as MBE, WBE or VBE on a bid document to fulfill Affirmative Action goals at the District.***

Your firm will be listed in the online edition of the District's Vendor Directory. The directory is located at mwrd.org under the "Business with us" tab. Your specialty area will be shown as:

**Maintenance-Repair Sewer/Storm Drain; Concrete**

As a certified MBE, WBE or VBE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

**Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.**

If you have any questions regarding MBE, WBE or VBE certification or District business opportunities, please contact Ms. PJ Spencer, Diversity Officer, at 312-751-5876.

Sincerely,

Richard L. Martinez /PS.

Richard L. Martinez, Jr.
Acting Diversity Administrator

RLM:PCS

**Illinois Commission on Equity and Inclusion**
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

11/30/2024
M & J Underground Inc
26603 Governors Hwy. Suite # 1, PO BOX 164
Monee, Illinois, 60449

Re: FastTrack Certification

Dear Janice B. Reading,

Congratulations! After reviewing your information, we are pleased to inform you that your firm has been granted certification as a Women Business Enterprise within the Business Enterprise Program for minorities, women, and persons with disabilities (BEP). The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities. CEI develops procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship. CEI established the FastTrack Certification to ensure the seamless activation of a reciprocal certification and reduce duplicative red tape.

**FastTrack Partners**
Chicago Minority Supplier Development Council
Mid-States Minority Supplier Development Council
Women's Business Development Center

The FastTrack Certification allows vendors certified by one of the FastTrack partner organizations to apply for BEP certification, which has several benefits. Businesses certified through FastTrack will be listed in CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The BEP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

**Host Agency**: Women's Business Development Center
**Certification Type**: Women Business Enterprise
**Certification Date**: 11/28/2024
**Certification Expiration Date**: 01/31/2026
**Certification Renewal Date**: 01/31/2026

The FastTrack Certification term will mirror the FastTrack partner's certification term. Please note that renewing your host agency's certification does not automatically renew your BEP certification. To renew your FastTrack Certification, you must complete the FastTrack Certification process again by submitting the required documentation. Please ensure that your contact information in CEI's Supplier Diversity Management Portal is accurate and current. Check the provided email account regularly to avoid missing important notifications. At least 90 days before the anniversary date of your certification, CEI's BEP certification unit will email you about your upcoming expiration.

FastTrack-certified firms are encouraged to notify the BEP certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

If applicable, the North American Industry Classification System (NAICS) codes provided by the host agency have been translated to the following National Institute of Government Purchasing (NIGP) commodity codes using CEI's crosswalk. Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a BEP-certified vendor in the specialty area(s) of:

913 - 19 - Construction, Curb and Gutter, Including Maintenance, Repair, and Removal Services, 913 - 27 - Construction, Highway and Road, 913 - 45 - Construction, Sewer and Storm Drain, 913 - 47 - Construction, Sidewalk and Driveway, Including Pedestrian and Handicap Ramps, 914 - 30 - Concrete

Four Chief Procurement Officers (CPOs) exercise the State of Illinois' procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

**CPO Procurement Websites**

- The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at https://cpo-general.illinois.gov/
- The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at https://cpo-highered.illinois.gov/
- The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at https://cpo-cdb.illinois.gov/
- The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at https://cpo-dot.illinois.gov/.

CEI welcomes your participation in BEP and wishes you continued success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,

Carlos Gutierrez
Certification Manager

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

DEC - 5 2024

Janice Reading
M & J Underground, Inc.
26603 Governors Hwy., Suite #1
P.O. Box 164
Monee, Illinois 60449

Dear Ms. Reading:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **M & J Underground, Inc.,** continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Parts 23 & 26. Your next No Change Affidavit is due **November 15, 2025.**

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

**NAICS Code(s):**
**237110 - Water and Sewer Line and Related Structures Construction**
**238110 - Poured Concrete Foundation and Structure Contractors**
**237310 - Asphalt Paving (i.e., highway road, street, public sidewalk)**
**238990 - Asphalt Coating and Sealing, Residential and Commercial Parking Lot and Driveway**
**238990 - Asphalting, Residential and Commercial Driveway and Parking Areas**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at https://webapps.dot.illinois.gov/UCP/ExternalSearch.

Your participation on contracts will only be credited toward **DBE** contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

Sharla D. Roberts
Chief Procurement Officer

SDR/spgs