Date Sent: 11/12/2024

### CLERK'S CONTRACT and AGREEMENT COVER PAGE

**Legistar File ID#: 2024-0695 Contract #: 20240440** 

**Start date:** 9/16/2024 **End date:** 11/15/2024

**Amount:** \$ 212,000.00 **Contingency Amount:** \$ 12,000.00

Department: Public Works Total Contract Amount: \$224,000.00

**Contract Type:** Contractor

Contractors Name: Bolder Contractors, Inc.

Status of Ownership: N/A Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose 🗸

Contract Description: 88th Avenue Corrugated Metal Pipe Replacement.



### AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Bolder Contractors, Inc. FOR 88th Avenue Corrugated Metal Pipe Replacement

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 16th day of September, 2024, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Bolder Contractors, Inc. (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the 88th Avenue Corrugated Metal Pipe Replacement (hereinafter referred to as "Project", the "Work", or the "Services").

#### WITNESSETH:

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

- 1. <u>Scope of Work:</u> The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:
  - ☐ The Contractor's Proposal dated September 4, 2024; and/or
  - ☑ Village of Orland Park ITB/RFP/Purchase Order No. ITB 24-060.

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

#### 2. Payment:

| ١. | <u>Compensation</u> : The Village agrees to pay the Contractor as compensation for all Work required by this |
|----|--|
|    | Agreement as follows:  |
|    | ☑ the amount(s) set forth on Exhibit A (the "Contractor's Proposal");  |
|    | ☐ the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby     |
|    | made a part hereof; and  |
|    | ☐ a not-to-exceed amount of \$224,000.00 ("Contract Price")  |
|    | ⊠ a not-to-exceed Proposal or Bid amount of \$212,000.00, plus \$12,000.00 contingency which may not be      |
|    | spent without prior written approval by the Village through a Change Order Request, for a total amount       |
|    | not-to-exceed \$224,000.00 ("Contract Price")  |
|    | (i) It is summared, and sound and sound to be both Datin that is so that is                                  |

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$224,000.00. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

2024-09-24

Page 1 of 16

Confidential

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

| В. | <u>Invoices:</u> The Contractor agrees to and shall prepare and submit:                  |
|----|--|
|    | an invoice to the Village upon completion of and approval by the Village of the Work; or |
|    |  |

invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive

2024-09-24 Page 2 of 16 Confidential

- remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents. - A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
  - B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A—as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
- 4. <u>Contract Documents</u>: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
  - Scope of Services as set forth in the Contractor's proposal dated September 4, 2024 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
  - ☐ Schedule of Fees (Exhibit B)
  - In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
- 5. <u>Time is of the Essence; Dates of Commencement and Completion; Progress Reports:</u>

2024-09-24 Page 3 of 16 Confidential

- A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than September 4, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than November 15, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. <u>Progress Reports</u>: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
- 6. <u>Venue and Choice of Law</u>: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 7. <u>Nonassignability:</u> The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
- 9. <u>Right to Alter Scope of Services Reserved</u>: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
- 10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):</u>
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such

2024-09-24 Page 4 of 16 Confidential

- incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
- 11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
- 12. <u>Permits and Licenses:</u> The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

#### 13. Insurance:

- A. Prior to Commencement of Work:
  - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
  - (ii) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
    - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:
  - (i) Commercial General Liability:
    - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

2024-09-24 Page 5 of 16 Confidential

- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or selfinsurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
  - (Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
  - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
  - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

2024-09-24 Page 6 of 16 Confidential

- (v) ☐ Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis; (Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and (Required if the project involves an exposure to or risk of environmental impairment and/or pollution
- (vii) <u>Umbrella Policy</u>: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

liability from a worksite; applicable if box is checked)

- (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

#### D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. <u>Verification of Coverage</u>: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
  - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

2024-09-24 Page 7 of 16 Confidential

- G. <u>Subcontractors</u>: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. <u>Assumption of Liability</u>: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every subcontract it enters into relative to the Work contemplated herein.
- K. <u>Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance</u>: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. <u>Notice of Bodily Injury or Property Damage</u>: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Safety/Loss Prevention Program Requirements</u>: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

2024-09-24 Page 8 of 16 Confidential

#### 14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

#### 15. <u>Village Confidential Information:</u>

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.
- 16. <u>Professional Standard</u>: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
  - A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

2024-09-24 Page 9 of 16 Confidential

- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. <u>Authorized to do Business in Illinois</u>: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. <u>Certification to Enter into Public Contracts</u>: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. <u>Payment to the Illinois Department of Revenue</u>: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. <u>Debarment</u>. The Contractor t certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. <u>Interest of members of the Village</u>: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
- 18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational

2024-09-24 Page 10 of 16 Confidential

Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

- 19. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 20. <u>Certifications</u>: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
- 21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
- 22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
- 23. Prevailing Wage Act Notice [Check box that applies]:
  - ☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
  - □ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

2024-09-24 Page 11 of 16 Confidential

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

- 24. 

  Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.
- 25. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

2024-09-24 Page 12 of 16 Confidential

#### 26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
- 27. <u>Permitted Hours of Work:</u> All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
- 28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
- 29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
- 30. <u>Duration</u>: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
- 31. <u>Advertisement:</u> The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 32. <u>Amendments:</u> No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent.

2024-09-24 Page 13 of 16 Confidential

All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

- 33. <u>Termination:</u> The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly redo or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
- 34. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Patrick McLaughlin Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708-403-6357 To the Contractor:

Name: Bob Gwiasda Bolder Contractors, Inc. 316 Cary Point Drive Cary, IL, 60013

Telephone: (847) 236-0785

2024-09-24 Page 14 of 16 Confidential

\*1335457-01-14-16\*

Email: pmclaughlin@orlandpark.org e-mail: bobgwiasda@aol.com

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

- 35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
- 36. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 38. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 39. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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

2024-09-24 Page 15 of 16 Confidential

Bolder Contractors, Inc.

E-SIGNED by Bob Gwiasda By: on 2024-10-02 16:17:19 GMT

Name: Bob Gwiasda

Its President

VILLAGE OF ORLAND PARK

By: E-SIGNED by George Koczwara on 2024-10-02 17:46:39 GMT

Name: George Koczwara

& Authorized Agent

Title: Village Manager

#### **EXHIBIT A** [ATTACH]

Scope of Work as set forth in Contractor's Proposal dated September 4, 2024 or Village RFP, ITB, and/or Purchase Order No. ITB 24-060 dated September 4, 2024

> **EXHIBIT B** [ATTACH IF REQUIRED] Schedule of Fees

2024-09-24

Page 16 of 16

Confidential

**Exhibit A** 

#### **BIDDER SUMMARY SHEET**

ITB #24-060

88th Avenue Corrugated Metal Pipe Replacement

| Business Name: BOLDER CONTRACTORS, No.  |
|---|
| Street Address: 316 CARY POINT DEINE  |
| City, State, Zip: CARY, 12 GOO13  |
| Contact Name: Dové ABBEY  |
| Title: PROJECT MANAGER  |
| Phone: (847) 236-0785 Ext.   Fax:   |
| E-Mail address: doug-abbey @ :JANOD. com  |
| UNDELSCOLO Price Proposal   |
|   |
| Pricing for one (1) box culvert  Pricing for three (3) concrete pipes  \$ 232,000 |
|   |
| AUTHORIZATION & SIGNATURE   |
| Name of Authorized Signee: Roselt Gwiasoa   |
| Signature of Authorized Signee:   |
| Title: PRESIDENT Date: 9/4/24   |



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

| The undersigned ROBELT GWIASOA   |
|--|
| (Enter Name of Person Making Certification)  |
| as PRESIDENT  (Enter Title of Person Making Cortification)   |
|  |
| PALAGE CALTER ACTOR (1816)   |
| and on behalf of BOLDER CONTRACTORS / NO. (Enter Name of Business Organization)  |
|  |
| certifies that Bidder is:  |
| 1) A BUSINESS ORGANIZATION: Yes [4] No [ ]   |
| Federal Employer I.D. #: 200584100   |
| (or Social Security # if a sole proprietor or individual)  |
| The form of business organization of the Bidder is (check one):  |
| C. I. D  |
| Sole Proprietor<br>Independent Contractor (Individual)   |
| Partnership  |
|  |
| LLC  Corporation  (State of Incorporation)  LAU. 13 <sup>H</sup> 2004  (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 <i>et seq.</i>  |
| Minority-Owned [ ] Small Business [ (SBA standards)  |
| Women-Owned [ ] Prefer not to disclose [ ]   |
| Veteran-Owned [ ] Not Applicable [ ] Disabled-Owned [ ]  |
|  |
| How are you certifying? Certificates Attached [ ] Self-Certifying [*]  |
|  |

#### STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

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

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

### 5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [ No [ ]

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

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

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

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

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color,

religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

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

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

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

### 7) PREVAILING WAGE COMPLIANCE: Yes [ ] No [ ]

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

Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx</a>).

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

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

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

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

| Name of A&T Program:         | OPERATO | ses q | t Casor |                  |
|------------------------------|---------|-------|---------|------------------|
| Brief Description of Program |         |       |         | FIELD/CLASSILOOM |
|                              |         |       |         |                  |

### 9) TAX COMPLIANT: Yes [ No [ ]

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

#### **AUTHORIZATION & SIGNATURE:**

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

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

Signature of Authorized Officer

PRESIDENT

Title

9/4/24

### **REFERENCES**

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

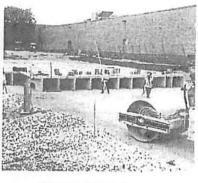
| Bidder's Name:  | OLDER CONTRACTOS, NC.                 |
|---|---------------------------------------|
|   | (Enter Name of Business Organization) |
| 1. ORGANIZATION  ADDRESS  PHONE NUMBER  CONTACT PERSON  YEAR OF PROJECT | SEE AMACHES                           |
| YEAR OF PROJECT   | ·                                     |
| 2. ORGANIZATION   |                                       |
| ADDRESS   |                                       |
| PHONE NUMBER  |                                       |
| CONTACT PERSON  |                                       |
| YEAR OF PROJECT   |                                       |
| 3. ORGANIZATION   |                                       |
| ADDRESS   |                                       |
| PHONE NUMBER  |                                       |
| CONTACT PERSON  |                                       |
| YEAR OF PROJECT   |                                       |

# BOLDER

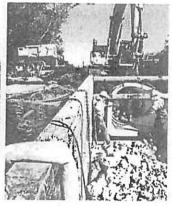
### Contractors, Inc.

Bolder Contractors was founded in 2004, specializing in publicly funded sewer, watermain, and road construction.









### **Completed Projects**

City of Evanston, 2022

30" watermain rehabilitation- 8,000 If of open/cut lined watermain and road reconstruction

Patrick Sillivan (312)933-7857

\$12.0M

Village of Elk Grove, 2022

Installed sewer, watermain, and storm trap for elevated water

Todd Wells (773)454-421.4

\$1.9M

City of Prospect Heights, 2022

5,000 If forcemain open cut, drilled, large lift station, and road

Brian Wesolowski (224)715-1449

\$3.5M

City of Elgin, 2022

Storm sewer, watermain, road reconstruction, and lead water service replacement

Josh Schmit (815)276-2081

\$6.0M

Village of Wilmette, 2021

Storm water storage- 9,000 If of 60"-8" sewer watermain, and 35' deep square lift station Mike Warning (630)200-0093 \$4.914

Village of Glenview Longvalley, 2020

5,000 If of storm sewer, watermain, and complete road reconstruction

Tim Swister (847)514-5705

\$3.0M

City of Evanston, 2019

Certificate of Eligibility 2,500 lf 24" watermain and road restoration Paul Moyano (312)286-0258

\$2.914

Village of Oak Brook, 2019

5,000 If 8'-12' watermain and road reconstruction

Orion Galey (847)833-0210

\$3.0M

MGNWC, 2018

15,000 lf of 16" and 20" dip watermain, directional boring and road restoration

Jared Hamilton (773)269-8775

\$12.5M

Village of Niles, 2016

Cleveland Corridor Sewer- approximately 16,000 If 72"-12" storm and sanitary sewer, and road restoration

Tim O'Brien (847)878-4498

\$8.9M

Village of River Forest, 2015

22,000 If of storm sewer 96"-12" and various sanitary and watermain installations and service relocations, as well as partial and full roadway reconstruction

\$13.8M

Jeff Loster (708)714-3551 Pank

- WATERINA ~ Contracts ± 2018, 2019, 2022 Jim Amelia 847-822-0500

#### **Einois Department** of Transportation

Contractor No. 0551

Bolder Contractors, Inc.

316 Cary Point Drive CARY, IL 60013

WHO HAS FRED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, COMPINENT AND FRANKCIAL CONDITION IS HEREBY QUALIFIED TO BO AT ANY OF DEPARTMENT OF TRANSPORTATION FOR THE GLASSES OF WORK AND WITHOUTH THE ADMINISTRATION AS A STATEMENT OF TRANSPORTATION AS A STATEMENT OF THE CLASSES OF THE INCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED.

165 137 200 00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 282224 TO 432205 P.C. IS IF ALCI SUP-PERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES. THE PRIANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION SSUED AT SPRINGFIELD, KLINOIS ON 2/6/2024



### References and Sample of Completed Projects

| 1 - Joseph Trojecto   |                   |
|---|-------------------|
| 2022- City of Evanston 30" watermain rehabilitation- 8000lf of open cut/lined Watermain and road construction. Patrick Sullivan 312-933-7857  | \$11.5M           |
| 2022- Village of Elk Grove- Install sewer, watermain and Storm Trap for Elevated water tower. Todd Wells 773-454-4214   | \$1.9M            |
| 2022- City of Prospect Heights- 5000lf 18" forcemain open cut, drilled, large Lift station and road restoration. Brian Wesolowski 224-715-1449  | \$3.5M            |
| 2021- Village of Wilmette Storm Water storage- 9000lf of 60"-8" sewer Watermain and 35' deep square lift station. Mike Warning V3 630-200-0093  | \$4.9M            |
| 2020- Village of Orland Park- Fairway watermain 5000lf 8" wm, services and road restoration. Jim Amelio 847-823-0500  | \$2.1M            |
| 2020- Village of Glenview Longvalley Improvements. 5000 lf of storm sewer, Watermain and complete road reconstruction. Tim Swister 847 514-5705   | \$3.0M            |
| 2019- City of Evanston Oakton watermain 2500 lf 24" wm and road Restoration. Paul Moyano 312- 286-0258  | \$2.9M            |
| 2019- City of Lake Forest- Old Elm Storm sewer 1500lf 54"-42" sewer And road restoration. Bernard Pondexter 847-613-5562  | \$1.5M            |
| 2018-MGNWC- 15,000lf of 16" and 20" dip watermain, directional boring and road restoration. Jared Hamilton 773-269-8775   | \$12.5M           |
| 2018- City of Evanston Interconnect and Meter Vault- connections to 36" pccp Watermain, meter vault, scada, 24" wm. Dave Stoneback 847-328-2100.  | \$1.2M            |
| 2016- Village of Niles- Cleveland Corridor Sewer. Approximately 16,000 lf 72"-12" storm and sanitary sewer, road restoration. Tim Obrien 847-878-4498   | \$8.9M            |
| 2016- City of Evanston Sheridan Road Watermain-Approximately 3500 lf of 18" watermain open cut and lining with road restoration. Dave Stoneback 847-32  | \$3.7M<br>28-2100 |
| 2016- City of Elmhurst- First and Myrtle Storm Sewer- 8000 lf of 72"-8" storm and sanitary sewer/watermain, complete road restoration, rock excavation Kent Johnson City of Elmhurst 630-530-3000                               | \$4.6M            |
| 2015- Village of River Forest- 22,000lf of storm sewer 96"-12" and various Sanitary and watermain installations and service relocations. Partial and full road Reconstruction. Jeff Loster Village of River Forest 708-714-3551 | \$13.8M<br>lway   |



### **Certificate of Eligibility**

Contractor No 0551

Bolder Contractors, Inc 316 Cary Point Drive CARY, IL 60013

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$65,139,000.00

| 001 | EARTHWORK                   | \$2,250,000  |
|-----|-----------------------------|--------------|
| 012 | DRAINAGE                    | \$20,350,000 |
| 014 | ELECTRICAL                  | \$225,000    |
| 017 | CONCRETE CONSTRUCTION       | \$1,300,000  |
| 08A | AGGREGATE BASES & SURF. (A) | \$1,050,000  |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/8/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/6/2024.

Pull Supplied to Construction



#### ITB #24-060 88th Avenue Corrugated Metal Pipe Replacement

#### **PROJECT DETAILS**

Scope of Work

The Village of Orland Park requests bids for the replacement of three (3) Corrugated Metal Pipes (CMP) that move water underneath 88<sup>th</sup> Avenue, with either a concrete box culvert or three (3) concrete pipes, with the same flow capacity as the three (3) CMPs.

The existing CMPs are each fifty-five inches (55") in diameter. The Village requests pricing for both the box culvert and concrete pipe.

The work will also include:

- replacement of two (2) storm catch basin
- curb replacement
- sidewalk replacement
- asphalt replacement
- sod restoration
- rip rap placement on both sides
- road closure and detour signage and planning

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

Work will need to be completed before Asphalt plants close, unless an agreed upon time frame is approved by the Village.

#### LOCATION OF WORK AND SPECIFICATIONS:

The Bid Specifications for this ITB #24-060 are attached as Exhibit A.

Exhibit A - Map for 88th Ave CMP Replacement

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



ITB #24-060

#### 88th Avenue Corrugated Metal Pipe Replacement

work, service or deliverable exceed the proposed amount. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Contractor.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

| If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of significant conference.   | uch endorsement(s).                                     | atement on |  |  |  |  |
|---|---|------------|--|--|--|--|
| PRODUCER  | CONTACT<br>NAME: CSU Construction                       |            |  |  |  |  |
| HUB International Midwest Limited   | PHONE (A/C, No. Ext): 630-468-5600 FAX (A/C, No.):      |            |  |  |  |  |
| 1411 Opus Place, Suite 450<br>Downers Grove IL 60515  | E-MAIL<br>ADDRESS: CSUConstruction@hubinternational.com |            |  |  |  |  |
|   | INSURER(S) AFFORDING COVERAGE                           | NAIC#      |  |  |  |  |
|   | INSURER A: The Continental Insurance Company            | 35289      |  |  |  |  |
| INSURED BOLDCON-01  | INSURER B: Continental Casualty Company                 | 20443      |  |  |  |  |
| BOLDER CONTRACTORS, INC.<br>ATTN: BOB GWIASDA   | INSURER C : Nautilus Insurance Company                  | 17370      |  |  |  |  |
| 316 Cary Point Drive  | INSURER D: National Fire Insurance Company of Hartford  | 20478      |  |  |  |  |
| Cary IL 60013   | INSURER E: Valley Forge Insurance Company               | 20508      |  |  |  |  |
|   | INSURER F:  |            |  |  |  |  |
| COVERAGES CERTIFICATE NUMBER: 1611063147 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 TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER   | POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS               |            |  |  |  |  |
| D X COMMERCIAL GENERAL LIABILITY Y Y 6076324091   | 3/1/2024 3/1/2025 EACH OCCURRENCE \$ 1,000              | ,000       |  |  |  |  |
| CLAIMS-MADE X OCCUR   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,0      | 00         |  |  |  |  |
|   |   | _          |  |  |  |  |

| LTR    | TYPE OF INSURANCE                                      | INSD | WVD | POLICY NUMBER            | (MM/DD/YYYY)         | (MM/DD/YYYY)         | LIMIT                                       | S                                |
|--------|--|------|-----|--------------------------|----------------------|----------------------|---|----------------------------------|
| D      | X COMMERCIAL GENERAL LIABILITY                         | Y    | Y   | 6076324091               | 3/1/2024             | 3/1/2025             | EACH OCCURRENCE<br>DAMAGE TO RENTED         | \$ 1,000,000                     |
|        | CLAIMS-MADE X OCCUR                                    |      |     |                          |                      |                      | PREMISES (Ea occurrence)                    | \$ 100,000                       |
|        | X, C, U Included                                       |      |     |                          |                      |                      | MED EXP (Any one person)                    | \$ 15,000                        |
|        |  |      |     |                          |                      |                      | PERSONAL & ADV INJURY                       | \$ 1,000,000                     |
|        | GEN'L AGGREGATE LIMIT APPLIES PER:                     |      |     |                          |                      |                      | GENERAL AGGREGATE                           | \$ 2,000,000                     |
|        | POLICY X PRO-<br>JECT LOC                              |      | İ   |                          |                      |                      | PRODUCTS - COMP/OP AGG                      | \$ 2,000,000                     |
|        | OTHER:   |      | 1   |                          |                      |                      |   | \$                               |
| В      | AUTOMOBILE LIABILITY                                   |      |     | 6076324107               | 3/1/2024             | 3/1/2025             | COMBINED SINGLE LIMIT (Ea accident)         | \$ 1,000,000                     |
|        | X ANY AUTO   |      |     |                          |                      |                      | BODILY INJURY (Per person)                  | \$                               |
|        | OWNED SCHEDULED AUTOS                                  |      |     |                          |                      |                      | BODILY INJURY (Per accident)                | \$                               |
|        | X HIRED X NON-OWNED AUTOS ONLY                         |      |     |                          |                      |                      | PROPERTY DAMAGE<br>(Per accident)           | \$                               |
|        |  |      |     |                          |                      |                      |   | \$                               |
| Α      | X UMBRELLALIAB X OCCUR                                 |      |     | 652081893                | 3/1/2024             | 3/1/2025             | EACH OCCURRENCE                             | \$10,000,000                     |
|        | EXCESS LIAB CLAIMS-MADE                                |      |     | į                        |                      |                      | AGGREGATE                                   | \$ 10,000,000                    |
|        | DED X RETENTION\$ 10,000                               |      |     |                          |                      |                      |   | \$                               |
| E      | WORKERS COMPENSATION                                   |      | Y   | 6076324110               | 3/1/2024             | 3/1/2025             | X PER OTH-<br>STATUTE ER                    |                                  |
| 1      | ANYPROPRIETOR/PARTNER/EXECUTIVE                        | N/A  |     |                          |                      |                      | E.L. EACH ACCIDENT                          | \$ 1,000,000                     |
|        | (Mandatory in NH)                                      | H/A  |     |                          |                      |                      | E.L. DISEASE - EA EMPLOYEE                  | \$ 1,000,000                     |
|        | If yes, describe under DESCRIPTION OF OPERATIONS below |      |     |                          |                      |                      | E.L. DISEASE - POLICY LIMIT                 | \$ 1,000,000                     |
| C<br>A | Pollution Liability<br>Leased/Rented Equip.            |      |     | CPL2037013<br>7064298189 | 3/1/2024<br>3/1/2024 | 3/1/2025<br>3/1/2025 | Each Loss/Aggregate<br>Max Limit/Deductible | \$1,000,000<br>\$500,000/\$1,000 |
| 1      |  |      |     |                          |                      |                      |   |                                  |

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

RE: ITB #24-060 88th Avenue Corrugated Metal Pipe Replacement.

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are primary and non-contributory additional insured on the G/L policy if required by written contract, subject to policy terms, conditions, and exclusions. \*Waivers of subrogation apply to G/L and Workers Comp. in favor of the additional insured if required by written contract, subject to policy terms, conditions, and exclusions.

| CERTIFICATE HOLDER                              | CANCELLATION   |
|---|--|
| Village of Orland Park                          | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 14700 S. Ravinia Avenue<br>Orland Park IL 60462 | Sut und  |



Policy No: 6076324091



#### Blanket Additional Insured - Owners, Lessees or Contractors with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. In the performance of your ongoing operations subject to such written contract; or
  - B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1. The written contract requires you to provide the additional insured such coverage; and
    - 2. This Coverage Part provides such coverage: and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the written contract; or
    - A higher limit of insurance than what you are required to provide by the written contract.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such written contract; or
- B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
  - 1. The written contract requires you to provide the additional insured such coverage; and
  - 2. This Coverage Part provides such coverage.
- III. But if the written contract requires:
  - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

10020008170186832811581

CNA75079XX (3-22)

Page 1 of 3

Nat'l Fire Ins Co of Hartford Insured Name: Bolder Contractors Inc



#### CNA PARAMOUNT

# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the written contract requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. Supervisory, inspection, architectural or engineering activities; or
  - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.
- VI. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

#### **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

CNA75079XX (3-22)

Page 2 of 3

Nat'l Fire Ins Co of Hartford

Insured Name: Bolder Contractors Inc

Copyright CNA All Rights Reserved.

Policy No: 6076324091



Policy No: 6076324091



# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- A. Was executed prior to:
  - 1. The bodily injury or property damage; or
  - 2. The offense that caused the personal and advertising injury;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the bodily injury or property damage occurrence or personal and advertising injury offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020008170186832811582





### CNA

#### **Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

|     | TABLE OF CONTENTS  |
|-----|--|
| 1.  | Additional Insureds  |
| 2.  | Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance                                  |
| 3.  | Bodily Injury – Expanded Definition  |
| 4.  | Broad Knowledge of Occurrence/ Notice of Occurrence  |
| 5.  | Broad Named Insured  |
| 6.  | Broadened Liability Coverage For Damage To Your Product And Your Work  |
| 7.  | Contractual Liability - Railroads  |
| 8.  | Electronic Data Liability  |
| 9.  | Estates, Legal Representatives and Spouses   |
| 10. | Expected Or Intended Injury – Exception for Reasonable Force   |
| 11. | General Aggregate Limits of Insurance – Per Project  |
| 12. | In Rem Actions   |
| 13. | Incidental Health Care Malpractice Coverage  |
| 14. | Joint Ventures/Partnership/Limited Liability Companies   |
| 15. | Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control |
| 16. | Liquor Liability   |
| 17. | Medical Payments   |
| 18. | Non-owned Aircraft Coverage  |
| 19. | Non-owned Watercraft   |
| 20. | Personal And Advertising Injury – Discrimination or Humiliation  |
| 21. | Personal And Advertising Injury - Contractual Liability  |
| 22. | Property Damage - Elevators  |
| 23. | Supplementary Payments   |
| 24. | Unintentional Failure To Disclose Hazards  |
| 25. | Waiver of Subrogation – Blanket  |
| 26. | Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs   |





#### **CNA PARAMOUNT**

### **Contractors' General Liability Extension Endorsement**

#### 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
  - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
  - (2) was executed prior to:
    - (a) the bodily injury or property damage; or
    - (b) the offense that caused the personal and advertising injury.

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

#### D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

CNA74705XX (1-15) Page 2 of 17

VALLEY FORGE INSURANCE COMPANY
Insured Name: BOLDER CONTRACTORS INC

Policy No: 6076324091

Endorsement No: Effective Date: 3

30020009160763240915832

### **Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### E. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured**'s ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### G. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

#### H. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

CNA74705XX (1-15) Page 3 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No:

6076324091

Endorsement No: Effective Date:

3



# **Contractors' General Liability Extension Endorsement**

- a. the Named Insured's acts or omissions: or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

# 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

## 3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

## **B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

## 5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
  - a. on the effective date of this Coverage Part; or

CNA74705XX (1-15) Page 4 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No: 6076324091



b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
  - bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

#### 6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.
- I. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

CNA74705XX (1-15)

Page 5 of 17

VALLEY FORGE INSURANCE COMPANY insured Name: BOLDER CONTRACTORS INC **Endorsement No: Effective Date:** 

Policy No:

6076324091

3





# **Contractors' General Liability Extension Endorsement**

- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) fire:
  - (b) smoke;
  - (c) collapse; or
  - (d) explosion.
- B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising out of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the product-completed operations hazard. This sublimit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

#### 7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

#### **Insured Contract means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner is not an insured contract;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage:
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

# 8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15) Page 6 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No: 6076324091

Endorsement No: Effective Date:

\_

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

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

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

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

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to **DEFINITIONS**:

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

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

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

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

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

# 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

CNA74705XX (1-15) Page 7 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No:

6076324091 **Endorsement No:** 

**Effective Date:** 



# **Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

# 10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

#### **Expected or Intended Injury**

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

## 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
  - 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
  - 2. All medical expenses under Coverage C.

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

# B. All:

- 1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

CNA74705XX (1-15) Page 8 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No: 6076324091

30020009160763240915835

# **Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

#### 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

#### 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
  - This insurance applies to **bodily injury** provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:
    - (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
    - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and
- B. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to:
  - i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

#### **Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

## **Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

# **Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

#### Medicare/Medicaid Fraud

CNA74705XX (1-15) Page 9 of 17

VALLEY FORGE INSURANCE COMPANY

Insured Name: BOLDER CONTRACTORS INC

Policy No:

6076324091

Endorsement No: **Effective Date:** 

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission,



# **Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

#### Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

- C. DEFINITIONS is amended to:
  - i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- Physician;
- Nurse:
- Nurse practitioner:
- Emergency medical technician;
- Paramedic;
- Dentist;
- Physical therapist;
- Psychologist;
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
  - a. add the following:

the Named Insured's employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business: and

CNA74705XX (1-15) Page 10 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No: 6076324091

30020009160763240915836

# **Contractors' General Liability Extension Endorsement**

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named insured's business:

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are Insureds with respect to:

- (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

#### Other Insurance

- b. Excess Insurance
  - (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

#### 14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Contractors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

- 15. LEGAL LIABILITY DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED **INSURED'S CARE, CUSTODY OR CONTROL** 
  - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

CNA74705XX (1-15)

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No: 6076324091

**Endorsement No: Effective Date:** 

# CNA

# **CNA PARAMOUNT**

# **Contractors' General Liability Extension Endorsement**

# j. Damage to Property

#### Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
- (3) Property loaned to the Named Insured:
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
- ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection:
- b. property that is mobile equipment leased by an Insured:
- c. property that is an auto, aircraft or watercraft;
- d. property in transit; or
- any portion of property damage for which the Insured has available other valid and collectible
  insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its
  exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

CNA74705XX (1-15) Page 12 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No:

6076324091



B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

- **D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:
  - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
    - a. \$500,000; or
    - b. The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
  - (ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control:

# 16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

# 17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
  - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
    - (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
    - (2) the amount shown in the Declarations for Medical Expense Limit.

30020009180763240915837

CNA74705XX (1-15) Page 13 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No:

6076324091

Endorsement No: Effective Date:



# **Contractors' General Liability Extension Endorsement**

- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

#### 18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and
- 3. the aircraft is not being used to carry persons or property for a charge.

#### 19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

# 20. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
  - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

# **Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- 2. add the following exclusions:

CNA74705XX (1-15) Page 14 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No: 6076324091

This insurance does not apply to:

#### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **insured**.

#### **Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
- B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY -CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
  - 1. Paragraph 2.d. is replaced by the following:
    - The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee:
  - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 22. PROPERTY DAMAGE - ELEVATORS

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

CNA74705XX (1-15) Page 15 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC Policy No:

6076324091

**Endorsement No: Effective Date:** 

3

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.



# **Contractors' General Liability Extension Endorsement**

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

# 23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000, limit.

#### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

# 25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

## 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's
ongoing operations at the project, or during such operations of anyone acting on the Named Insured's
behalf; nor

CNA74705XX (1-15) Page 16 of 17

VALLEY FORGE INSURANCE COMPANY Insured Name: BOLDER CONTRACTORS INC

Policy No: 6076324091

3

- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.
- C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) Insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP. CCIP. OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





# Workers Compensation And Employers Liability Insurance

Policy Endorsement



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

## Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

**Endorsement Effective Date:** 

**Endorsement Expiration Date:** 

Policy Page: 26 of 40

Policy No: WC 6 76324110

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL



# VILLAGE OF ORLAND PARK

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

# Master

File Number: 2024-0695

File ID: 2024-0695

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date: 09/09/2024

Agenda Entry: 88th Avenue Corrugated Metal Pipe (CMP) Storm

Sewer Replacement - ITB 24-060

Final Action: 09/16/2024

Title: 88th Avenue Corrugated Metal Pipe (CMP) Storm Sewer Replacement -

ITB 24-060

Notes:

Sponsors:

Res/Ord Date:

Res/Ord Number:

Attachments: ITB 24-060 - Bid Tabulation, Bid - Airys, Bid - Bisping

Construction, Bid - Bolder Contractors, Bid - Everlast Blacktop, Bid - Performance Construction, Bid -Swallow Construction, Bid - Trine Construction

Drafter:

**Hearing Date:** 

Department

Contact:

**Effective Date:** 

# History of Legislative File

| Ver-<br>sion: | Acting Body:            | Date:      | Action:                | Sent To:          | Due Date: | Return<br>Date: | Result: |
|---------------|-------------------------|------------|------------------------|-------------------|-----------|-----------------|---------|
| 0             | Public Works Department | 09/09/2024 | INTRODUCED TO<br>BOARD | Board of Trustees |           |                 |         |
| 0             | Board of Trustees       | 09/16/2024 | APPROVED               |                   |           |                 | Pass    |

# Text of Legislative File 2024-0695

88th Avenue Corrugated Metal Pipe (CMP) Storm Sewer Replacement - ITB 24-060

On Friday, August 2, 2024, Public Works crews responded to a sinkhole that formed under the sidewalk of the creek crossing at 13402 88th Avenue. The initial investigation showed that the sinkhole formed over the corrugated metal pipe (CMP) that allows the creek to flow under 88th Avenue at that location. Further investigation revealed the CMP is failing. There are large holes in the pipes, and the bottom of the pipes are missing, which is causing water to erode the ground on the outside, contributing to the sinkholes.

The sink hole took one (1) full load of a one (1) ton dump truck to fill in, to make it safe so a pedestrian doesn't fall in and get hurt. Trying to patch the pipe would be a very temporary solution, while replacement would be a permanent, albeit it costly, solution. The site has continued to settle and loses dirt and stone under the sidewalk with every rain event, and a permanent repair needs to be made.

ITB 24-060 88th Avenue Corrugated Metal Pipe Replacement, for the corrugated metal pipe (CMP) storm sewer replacement at 13402 88th Avenue, was published on BidNet Direct from August 20 through September 4, 2024. The details of the request are as follows: replacement of the CMP with either a box culvert or three (3) concrete pipes, replacement of the street inlets, and full restoration of the parkways and street before winter.

Through BidNet, twenty-five (25) entities viewed the solicitation, and two (2) vendors were sent a courtesy email. Eighteen (18) vendors downloaded at least one of the bid documents. Seven (7) bids were submitted for consideration. Bids were opened and evaluated for completeness by Public Works staff.

Bolder Construction, Inc., of Cary, IL

- Box Culvert \$232,000.00
- Concrete Pipe- \$212,000.00

Performance Construction, of Plano, IL

- Box Culvert No Bid
- Concrete Pipe- \$257,880.00

Swallow Construction Corp, of West Chicago, IL

- Box Culvert \$359,900.00
- Concrete Pipe- \$294,950.00

Bisping Construction, of New Lenox, IL

- Box Culvert \$462,000.00
- Concrete Pipe- \$311,289.00

Airys, Inc., of Joliet, IL

- Box Culvert \$356,215.00
- Concrete Pipe \$324,416.00

Everlast Blacktop. Inc., of Elgin, IL

- Box Culvert \$594,000.00
- Concrete Pipe- \$514,000.00

Trine Construction, of St. Charles, IL

- Box Culvert \$624,324,80
- Concrete Pipe- \$528,405.60

Pricing included the new piping material, stone, full restoration of the area, along with specialized equipment like a vactor truck, backhoe, trench boxes, and support vehicles

during replacement. Therefore, it is staff's recommendation to award Bolder Construction, Inc., of Cary, Illinois, the Corrugated Metal Pipe (CMP) Storm Sewer Replacement at 13402 88th Avenue project in the amount of \$212,000.00, plus a \$12,000.00 contingency. Contingency is being requested for possible utility conflicts or anything that comes up unexpectantly during the pipe replacement. References were checked for Bolder Construction, Inc.

The cost estimates were evaluated/compared for similar past work related to storm sewer main installation, and deemed fair and reasonable. Due to the time-sensitive nature of the repair, and to have the repairs accomplished as quickly as possible, Public Works Staff will assist in the repair to help keep costs as low as possible.

# Financial Impact

Sufficient funds are available in account 5008170-570500 to cover the cost for this emergency repair.

# Recommended Action/Motion

I move to accept the bid from Bolder Construction, Inc., of Cary, IL, for ITB 24-060 88th Avenue Corrugated Metal Pipe Replacement in the amount of \$212,000.00 plus a \$12,000.00 contingency, for a total of \$224,000.00;

#### AND

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

## **AND**

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

# **VILLAGE OF ORLAND PARK**

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



# **Meeting Minutes**

Monday, September 16, 2024

7:00 PM

Village Hall

# **Board of Trustees**

Village President Keith Pekau Village Clerk Brian L. Gaspardo Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani, Sean Kampas, Brian Riordan and Joni Radaszewski

# 2024-0695

# 88th Avenue Corrugated Metal Pipe (CMP) Storm Sewer Replacement - ITB 24-060

On Friday, August 2, 2024, Public Works crews responded to a sinkhole that formed under the sidewalk of the creek crossing at 13402 88th Avenue. The initial investigation showed that the sinkhole formed over the corrugated metal pipe (CMP) that allows the creek to flow under 88th Avenue at that location. Further investigation revealed the CMP is failing. There are large holes in the pipes, and the bottom of the pipes are missing, which is causing water to erode the ground on the outside, contributing to the sinkholes.

The sink hole took one (1) full load of a one (1) ton dump truck to fill in, to make it safe so a pedestrian doesn't fall in and get hurt. Trying to patch the pipe would be a very temporary solution, while replacement would be a permanent, albeit it costly, solution. The site has continued to settle and loses dirt and stone under the sidewalk with every rain event, and a permanent repair needs to be made.

ITB 24-060 88th Avenue Corrugated Metal Pipe Replacement, for the corrugated metal pipe (CMP) storm sewer replacement at 13402 88th Avenue, was published on BidNet Direct from August 20 through September 4, 2024. The details of the request are as follows: replacement of the CMP with either a box culvert or three (3) concrete pipes, replacement of the street inlets, and full restoration of the parkways and street before winter.

Through BidNet, twenty-five (25) entities viewed the solicitation, and two (2) vendors were sent a courtesy email. Eighteen (18) vendors downloaded at least one of the bid documents. Seven (7) bids were submitted for consideration. Bids were opened and evaluated for completeness by Public Works staff.

Bolder Construction, Inc., of Cary, IL

- Box Culvert \$232,000.00
- Concrete Pipe- \$212,000.00

Performance Construction, of Plano, IL

- Box Culvert No Bid
- Concrete Pipe- \$257,880.00

Swallow Construction Corp, of West Chicago, IL

- Box Culvert \$359,900.00
- Concrete Pipe- \$294,950.00

Bisping Construction, of New Lenox, IL

- Box Culvert \$462,000.00
- Concrete Pipe- \$311,289.00

Airys, Inc., of Joliet, IL

VILLAGE OF ORLAND PARK
Page 2 of 4

- Box Culvert \$356.215.00
- Concrete Pipe \$324,416.00

Everlast Blacktop. Inc., of Elgin, IL

- Box Culvert \$594,000.00
- Concrete Pipe- \$514,000.00

Trine Construction, of St. Charles, IL

- Box Culvert \$624,324.80
- Concrete Pipe- \$528,405.60

Pricing included the new piping material, stone, full restoration of the area, along with specialized equipment like a vactor truck, backhoe, trench boxes, and support vehicles during replacement. Therefore, it is staff's recommendation to award Bolder Construction, Inc., of Cary, Illinois, the Corrugated Metal Pipe (CMP) Storm Sewer Replacement at 13402 88th Avenue project in the amount of \$212,000.00, plus a \$12,000.00 contingency. Contingency is being requested for possible utility conflicts or anything that comes up unexpectantly during the pipe replacement. References were checked for Bolder Construction, Inc.

The cost estimates were evaluated/compared for similar past work related to storm sewer main installation, and deemed fair and reasonable. Due to the time-sensitive nature of the repair, and to have the repairs accomplished as quickly as possible, Public Works Staff will assist in the repair to help keep costs as low as possible.

Trustee Katsenes had a question. (refer to audio)

Director of Public Work Joel Van Essen responded to Trustee Katsenes. (refer to audio)

I move to accept the bid from Bolder Construction, Inc., of Cary, IL, for ITB 24-060 88th Avenue Corrugated Metal Pipe Replacement in the amount of \$212,000.00 plus a \$12,000.00 contingency, for a total of \$224,000.00;

# AND

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

#### **AND**

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

VILLAGE OF ORLAND PARK Page 3 of 4

A motion was made by Trustee Riordan, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk